

**CONTRACT SERVICES AGREEMENT**

**By and Between**

**CITY OF BELL**

**and**

**G4S SECURE SOLUTIONS (USA) INC.**

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN THE CITY OF BELL AND  
G4S SECURE SOLUTIONS (USA) INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this 1<sup>st</sup> day of January, 2014 by and between the City of Bell, a charter city (“City”) and G4S Secure Solutions (USA) Inc., a corporation (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”). (The term Contractor includes professionals performing in a consulting capacity.)

**RECITALS**

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Bell’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1. SERVICES OF CONTRACTOR**

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which services may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For

purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern. (See Exhibit "B")

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence. (See Exhibit "B")

1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials. (See Exhibit "B")

1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials,

officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

**ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed EIGHT HUNDRED SIXTY TWO THOUSAND THREE HUNDRED SEVENTY FIVE DOLLARS (\$862,375) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

## 2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. (See Exhibit "B")

## 2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

## 2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. (See Exhibit "B")

## 2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

# **ARTICLE 3. PERFORMANCE SCHEDULE**

## 3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

### 3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

### 3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section. (See Exhibit "B")

### 3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forth five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty, and indemnification and insurance, respectively. (See Exhibit "B")

### 3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

## **ARTICLE 4. COORDINATION OF WORK**

### **4.1 Representatives and Personnel of Contractor.**

The following principals of Contractor (Principals) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Mark, Tsuji, Regional Vice President  
Keith Boles, General Manager  
Jason Ayala, Operations Manager  
Camille Bangayan, Regional Administrative Manager  
Rod Natale, Regional Training Manager

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

### **4.2 Status of Contractor.**

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

### **4.3 Contract Officer.**

The Contract Officer shall be such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### 4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

#### 4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

### **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

#### 5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$2,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker

employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement. (See Exhibit "B")

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

## 5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

KWB  
Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

### 5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's or indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

#### 5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement. (See Exhibit "B")

#### 5.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk

Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records.**

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

### **6.2 Reports.**

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

### **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts

embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

#### 6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer. (See Exhibit "B")

1. Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

2. If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

3. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

### **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

#### 7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

#### 7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed

after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

7.4 Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein. (See Exhibit "B") Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages.

7.8 Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. (*See Exhibit "B"*) Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2. (*See Exhibit "B"*)

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

**ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1 Notices.**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BELL, 6330 Pine Avenue, Bell, CA 90201 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

### **9.2 Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

### **9.3 Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

### **9.4 Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

### **9.5 Severability.**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this

Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BELL, a charter city

[Signature]  
Violeta Alvarez, Mayor

ATTEST:

[Signature]  
José Luis Valdez, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

[Signature]  
David J. Aleshire, City Attorney

CONTRACTOR:

GYS SECURE SOLUTIONS (USA) INC.

By: [Signature]  
Name: KEITH W. BOLBS  
Title: GENERAL MANAGER

By: N/A  
Name:  
Title:

Address: 4927 Wilshire BLVD  
SUITE 601  
LOS ANGELES, CA 90010

Two signatures are required if a corporation.

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On February 18<sup>th</sup> 2014 before me, Han Chun Jung, Notary Public, personally appeared Keith W. Boles, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature: \_\_\_\_\_



**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

INDIVIDUAL  
 CORPORATE OFFICER/REPRESENTATIVE  
GENERAL MANAGER  
 TITLE(S)

ACKNOWLEDGMENT  
 TITLE OR TYPE OF DOCUMENT

PARTNER(S)       LIMITED  
     GENERAL

1  
 NUMBER OF PAGES

ATTORNEY-IN-FACT  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER \_\_\_\_\_

FEB. 14, 2014  
 DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
 (NAME OF PERSON(S) OR ENTITY(IES))  
GYS SECURE SOLUTIONS (USA) INC.

SIGNER(S) OTHER THAN NAMED ABOVE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2013 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_
- TITLE(S)
  
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER \_\_\_\_\_
- \_\_\_\_\_

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

- I. Contractor will perform Type I Jail Facility (as defined in the California Code of Regulations, Title 15) operations services ("Services"), which shall include, but not be limited to receiving, processing, detaining, monitoring, transporting and/or releasing adults and juveniles arrested or detained by officers of the Bell Police Department, duties required in the Bell Police Departmental Manual and the Bell Police Department Jail Manual attached hereto and incorporated by this reference as Exhibit A-1, and performing other related duties outlined in more detail below. Services provided under these specifications shall be of the highest possible caliber. Contractor's personnel shall be qualified, professional and supervised by knowledgeable, attentive management, who shall be available on a twenty-four hour, seven-day a week basis.**

### **II. SCHEDULING REQUIREMENTS:**

- A. Contractor must maintain at all times, an adequate number of qualified personnel to perform the Custody Officer requirements. Contractor will fill any absence or vacancy immediately to ensure that minimum staffing is retained at all times.**
- B. The Contractor is required to provide additional staffing for events such as checkpoints, special holidays, etc. as requested on an as needed basis. The exact hours and shifts shall be determined by the City and reported to the Contractor. Sufficient notice shall be given to the Contractor to allow for the appropriate scheduling.**
- C. Contractor agrees to staff the Bell Police Department Type I Jail Facility with qualified, unarmed, uniformed, and trained personnel sufficient to maintain staffing year-round, 24-hours per day, seven-days per week, and 365-days per year. Specific schedules will be determined by the needs of the City.**
- D. Contractor will provide adequate staffing to facilitate the booking, housing, transportation, and other associated tasks that go along with processing the aforementioned volume of inmates.**

### **III. STAFFING REQUIREMENTS:**

- A. Supervisor: Contractor shall designate one (1) Custody Officer position as the Supervisor or post commander. The responsibilities of this position shall include direct supervision of custody personnel and the coordination of custody operations and training on all shifts. In addition, the position is responsible for scheduling, record keeping, safety and equipment inspections, facility inspections by governing entities and enforcement of all applicable Local, Federal and State laws, Department**

policies and mandates. The City's representative must approve of all persons initially selected to fill this position and all future Supervisor positions prior to their commencing work on-site. The Supervisor must be able to perform the duties of the Custody Officer and possess a working knowledge of the laws governing the operation of a Type I Jail Facility. The Supervisor must have a minimum of three years of prior experience with a similar facility.

**B. Custody Officer: The Custody Officer shall either be a graduate of an accredited high school or equivalent, with a diploma or GED or meet at least one of the following qualifications:**

- i. Former Public Law
- ii. Enforcement Former
- iii. Federal Law Enforcement
- iv. Police Academy Graduate
- v. Former Military Police
- vi. Former Corrections Officer
- vii. Former Elite Military Forces and related Combat Arms

Custody Officer shall:

- i. Be either commissioned or non-commissioned in the State of California
- ii. Be at least 21-years of age
- iii. Have a High School Diploma/GED
- iv. Have a valid California Class C driver's license
- v. Must meet all minimum screening and background checks required for Custody Officers
- vi. Must complete required training and orientation mandated in this agreement for Custody Officers
- vii. Be First Aid and CPR trained and qualified
- viii. Have good written and oral communication skills
- ix. Be able to prepare written and/or computer-based daily logs and reports of incidents that have taken place
- x. Be responsible for prisoner tracking and booking information
- xi. Have a professional appearance similar to sworn officers in accordance with the Bell Police Department manual
- xii. Be physically able to perform all aspects of the assignment
- xiii. Provide favorable references from previous employers
- xiv. Have an acceptable prior military check of DD form 214 (if applicable)
- xv. Have a current social security card
- xvi. Have a current green card (if applicable)
- xvii. Be willing to take a drug test at any time and pass
- xviii. Personnel to be considered for Custody Officer service shall receive an initial screening and background check by Contractor at no additional charge to the City. Selection of Custody Officer personnel shall include consideration of

character traits, motivation, and ability to perform the mental and physical tasks normally required of Custody Officer personnel

- xix. After thorough screening and interviewing by the Contractor, the applicant shall be interviewed by a representative of the City, and the City will have final approval of personnel initially assigned to the City and any/all future Custody Officer positions resulting from a vacancy
- xx. Contractor shall institute a procedure for performing background checks. The following are the minimum requirements that must be met and written documentation provided to the City. All information, documentation, testing, certification, etc. is to be conducted and provided at no cost to the City of Bell Police Department. By responding to this Request for Proposal you agree to absorb any/all costs associated with these requirements.
  - a. **Employment/Qualifications Verification:** Conduct a seven (7) year employer background check to verify the applicant was not terminated for other than honorable circumstances and verifies any period of unemployment.
  - b. **Education:** Conduct a review of the schools attended by the applicant to verify completed educational level. Validate all references made to completing an "Equivalency Test" for High School level.
  - c. **Drugs:** Conduct a drug screening test to verify non-usage of drugs. Applicants who are narcotics offenders or use dangerous drugs or use alcohol to an excessive degree will be disqualified.
  - d. **Reference Check:** Conduct a minimum of two personal reference checks.
  - e. **DMV Check:** Verify that the applicant has a driving record that reflects reasonable care and judgment. There should be no convictions for moving violations showing disregard for public safety.
  - f. **Criminal History:** Conduct a local criminal history check to verify the applicant has no felony convictions. Additionally, the applicant must pass the Live Scan finger printing process.
  - g. **Wants and/or Warrants:** Applicant must be clear of any outstanding warrants, any prior felony arrests and any crime involving moral turpitude within seven (7) years preceding the date of the application. The applicant may not be on probation or parole for any offense.
  - h. **Credit Check:** Conduct a standard credit check to determine financial responsibility and interview all raters who have given a negative review.
  - i. **Psychological Review:** All Custody Officers must be found to be free from any emotional or mental condition which might adversely affect the exercise of their duties as determined by a licensed psychologist who has a doctoral degree in psychology and at least five years of postgraduate experience in the diagnosis and treatment of emotional and mental disorders. The Custody Officer must be found to be free from job-relevant psychopathology, including personality disorders, and a minimum of two objectively scored psychological tests must be used to assess psychological suitability, one normed in such a manner as to

identify patterns of abnormal behavior and the other geared toward assessing dimensions of normal behavior. A clinical interview is also required if the test results are inconclusive or suggest that the candidate should be disqualified.

- xxi. The results of background checks must be furnished to the City representative at least 24-hours prior to the time the applicant is sent for interview.
- xxii. No Custody Officer working for the Contractor will be allowed to work at the City's Jail Facility unless he/she is approved by the City. Contractor shall submit and maintain a list of all employees that have been cleared and are, or will be, assigned to the Bell Police Department's Type I Jail Facility. Contractor must provide the names of all employees who will be on site on a daily basis and the names of at least two (2) employees who will fill any potential vacancies regardless of the reason for the absence or vacancy. Employment applications for each employee will also be submitted to the City. In addition, Contractor shall maintain the availability of at least two (2) additional trained officers for temporary deployment when needed to fill any vacancy within two hours. The City is not responsible for any potential "on-call" costs.
- xxiii. Custody Officer Personnel shall be trained, uniformed and supervised. Contractor shall provide the uniform and all other items of clothing and apparel as required. Uniforms are to be at City's election.
- xxiv. Upon termination of a Custody Officer, all keys, fobs, identification badges, gate remotes, and parking passes will be recovered from such Custody Officer by Contractor. All items belonging to the City will be turned in immediately upon termination and not be re-issued to any other employees.
- xxv. If awarded this contract you agree to remove immediately, all employees, at any location, who fail to follow established Department or State procedures and/or who are deemed by the City to be unfit to perform assigned tasks.

**IV. TRAINING REQUIREMENTS: the law requires privately operated Jails to train personnel in accordance to the training standards established by regulations adopted by the CSA (Corrections Standards Authority) as set forth in Subchapter 1 (commencing with Section 100) of Chapter 1, Division 1, of Title 15 CCR, Standards and Training for Corrections (STC). Proof of such training must be provided upon request.**

- A. Supervisor:** The Supervisor shall complete all training requirements, as outlined in Title 15, Article 3. TRAINING, PERSONNEL, AND MANAGEMENT, Section 1021. Additionally, the Supervisor shall receive 24-hours of STC refresher training on an annual basis. The Supervisor shall also receive the Incident Command System 200 and 800 training.
- B. Custody Officer:** Custody Officer shall complete all training requirements, as outlined in Title 15, Article 3. TRAINING, PERSONNEL, AND MANAGEMENT, Section 1020. Corrections Officer Core Course. Additionally, Custody Officer shall receive 24-hours of STC refresher training, on an annual basis. The Custody Officer shall also receive the Incident Command System 200 and 800 training.

Moreover, upon employment, in addition to maintaining First Aid and CPR certification for all Custody Officers, Contractor shall provide, at its own expense, a City approved Initial Training program consisting of approximately 50-hours of instruction material taken from the Bell Police Department Jail Manual plus sufficient on-going training to ensure Custody Officers remain up-to-date with changes in custody operations and safety issues. The general categories of instruction shall include:

- i. Orientation to the City of Bell Police Department
- ii. Operation liabilities
- iii. Minimum standards
- iv. Classification and segregation of inmates
- v. Emergency procedures
- vi. Suicide prevention
- vii. Fire safety
- viii. Transportation of prisoners
- ix. Booking and release procedures, which include Live scan
- x. Security and control
- xi. Reports and data entry
- xii. Handling confidential information
- xiii. Court testimony
- xiv. Sexual and discriminatory Harassment
- xv. Violence in the Workplace
- xvi. All Custody Officers shall complete eight hours of specialized training required by Title 15 and Title 24, California Code of Regulations. Such training shall include, but not be limited to:
  1. Applicable minimum Jail standards
  2. Jail operations liability
  3. Inmate segregation
  4. Emergency procedures and planning
  5. Suicide prevention
    - a. Such training shall be completed as soon as practical, but in any event not more than six months after the date of assigned responsibility. Eight hours of refresher training shall be completed once every two (2) years. In accordance with the initial training, Contractor will continue to provide on-going training. All necessary training will be provided at Contractor's expense. The Supervisor shall record and retain a copy of each employee's training record on site for inspection by the City's representative.

**V. Contractor will utilize the following personnel to accomplish the Services:**

- A. Uniformed, unarmed, and commissioned or non-commissioned custody officers employed by the Contractor.

- B. Mark Tsuji, Regional Vice President
- C. Keith Boles, General Manager
- D. Jason Ayala, Operations Manager
- E. Camille Bangayan, Regional Administrative Manager
- F. Rod Natale, Regional Training Manager

- VI. **UNIFORMS:** Contractor must provide, at no cost to the City of Bell Police Department, all necessary uniforms, associated uniform articles of clothing agreed upon by both parties and equipment, including, but not limited to, utility belts, handcuff holders, keepers, key ring, etc.
- VII. **SECURITY AND CONTROL:** Contractor is responsible for providing prisoner security within the Bell Police Department's Type I Jail Facility and during transportation by Contractor personnel in accordance with applicable Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility and the Bell Police Department Manual and Bell Police Department Jail Manual. Regular security inspections of the facility and prisoners will be conducted and documented as required by the City or by the law. The Contractor's security measures may be reviewed on a regular basis to include facility control, internal and external security, search and seizure practices, and emergency procedures.
- VIII. **EMERGENCY PROCEDURES:** The City Jail has in place, procedures to follow in the event of an emergency outlined in the City Jail Manual attached hereto as Exhibit A-1, and shall be adhered to by the Contractor's staff.
- IX. **USE OF FORCE:** The City Jail has a use-of-force policy in place. The Contractor shall follow policy and report all incidents according to the policy and mandates and provide all associated written reports in a timely manner to the City.
- X. **INMATE RECORDS:** Contractor is responsible for the timely completion of all inmate and related records as required by the City and applicable Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility. Contractor shall be responsible for maintaining all related records in compliance with all County and State regulations and inspections. All such records will become, and will remain, the property of the City of Bell.

- XI. RISK MANAGEMENT:** Contractor is responsible for identifying risk and exposures and the implementation of a risk management program to deal effectively with them. Major emphasis should be placed upon personal safety, control and search procedures, and biohazard issues related to the handling of the prisoners. Custody Supervisor shall be present during all facility inspections and audits conducted by governing entities.
- XII. HEALTH AND SAFETY:** Contractor shall operate the Bell Police Department Type I Jail Facility in compliance with all applicable Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented, relative to safety and general operations. Regular safety inspections will be conducted and documented as required by the City. The Contractor will retain on file all completed inspection forms and other related documents for review.
- XIII. MAINTENANCE OF TYPE I JAIL FACILITY:** Contractor is responsible for maintaining the cleanliness and sanitation of the Bell Police Department Type I Jail Facility as required by the Department and County Health Standards. The Supervisor will make available weekly a list of supplies that need to be provided to carry out the duties and maintenance associated with the Bell Police Department's Type I Jail Facility. The Contractor shall maintain a record of all maintenance activity and provide a copy to the City and/or appropriate inspection authorities upon request.
- XIV. USE OF TYPE I JAIL FACILITY:** The Jail facility building will not be used as a training site for employees of Contractor destined for assignment to other accounts/locations.
- XV. SANITATION AND HYGIENE:** The City shall provide equipment and supplies to ensure a clean and healthy environment at all times. Hygiene items must be provided to inmates for their personal use as mandated by law.
- XVI. FOOD SERVICES:** The Contractor's staff will be responsible for serving food to all inmates. The meals will be arranged and provided by the City at the City of Bell's expense and shall adhere to the applicable Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility and the Bell Police Department Manual and Bell Police Department Jail Manual.
- XVII. PROPERTY:** The City will provide for the secure storage of inmate personal property. If the property is lost or damaged while under the care of the facility, inmates can use the City's process to seek reimbursement for the lost or damaged property. The City will be directly responsible for any lost or damaged property if it is determined to be the City's responsibility.

- XVIII. INMATE SERVICES:** The City will be responsible for supplying, at their expense, and providing all required bedding materials as mandated through Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility and the Bell Police Department Manual and Bell Police Department Jail Manual.
- XIX. CORRESPONDENCE:** The City shall allow inmates telecommunication access with Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility and the Bell Police Department Manual and Bell Police Department Jail Manual. The inmate telecommunications services, which include City owned telephones required for use as outlined in section 851.5 of the California Penal Code, and the payphones inside each regular housing cell, will be provided, maintained, and serviced, at the expense of the City.
- XX. MEDICAL ATTENTION AND MEDICAL CLEARANCES:** Contactor's staff shall ensure that a full medical screening questionnaire is filled out, from the onset of the booking process, for each inmate screened in the pre-booking process. If there is medical concern(s) that would preclude the booking of an inmate, as outlined in the Jail Manual, the booking will be refused and the arresting officer or transporting officer will be directed to obtain a medical clearance from a licensed physician prior to acceptance of the inmate.
- XXI. ICE. LIAISON:** The Contractor shall maintain the existing aforementioned working partnership with ICE (Immigrations and Customs Enforcement). As a part of this partnership, the Contractor, through the Jail staff, will notify an ICE representative, as needed, in order to facilitate the issuance of detainers, arrangement of detainee transportation, and/or other mutually related matters.
- XXII. TRANSPORTATION:** The Contractor will ensure transportation of inmates scheduled for arraignment is done at a time(s) suitable for a timely appearance(s). The vehicle for inmate transportation will be provided and maintained by the City.
- XXIII. ADDITIONAL SERVICES:** From time to time, the City may request additional Custody Officer services beyond that which is specifically set forth herein pursuant to and in accordance with Section 1.11 of the Agreement.
- XXIV. OVERALL OPERATIONS:** The Contractor, if private, shall operate as a Type I Jail Facility and in compliance with State Statute 6031.6 CPC, which mandates privately operated Jails, under contract to public entities (i.e. counties or cities), to operate in compliance with all appropriate State and Local building, zoning, health, safety, and fire statutes, ordinances and regulations, and with the minimum Jail standards established by regulations adopted by the CSA as set forth in Subchapter 4 (commencing with Section 1000) of Chapter 1 of Division I of Title 15 CCR. (CSA report, Privately Operated Local Detention Facilities, revised 2/1999).

**XXV. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City apprised of the status of performance by delivering the following status reports:**

**A. On-line Reporting: Customized Web Portal**

- a. Quality and service data available online in customized, secured web portal
- b. Data updated real time, consolidated into single interface
- c. System security restricts access to authorized users only

**B. Incident Tracking and Reporting:**

- a. Comprehensive data in secured Internet connection at no cost
- b. Real time reporting via Secure Trax hand-held to secure web portal

**C. Key Performance Indicators (KPIs)**

- a. Customer satisfaction
- b. Turnover
- c. Custody program spend & overtime charges
- d. OSHA statistics
- e. Post inspections & site visits

**D. Customer Satisfaction: On-line Surveys**

- a. Web-based satisfaction survey rates services aspects
- b. Results drive written corrective action plans
- c. Reported in KPIs during Business Review Meetings
- d. Available in real time via your custom web portal

**E. Business Review Meetings**

- a. KPIs & service trends
- b. Positive & negative performance

c. Improvement initiatives & challenges

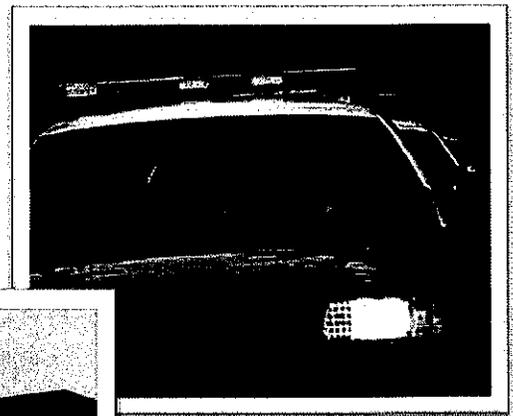
d. Overall contract effectiveness

**EXHIBIT A-1**

[on next page]

# City of Bell Police Department Jail Operations Manual

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2012

## **City of Bell Police Department Jail Operations Manual**

This manual is provided to establish policy and procedures for the booking and detention of inmates and minors in Type 1 Jail Facility of the Bell Police Department. Great care has been taken to assure that these policies are consistent with current state laws and guidelines of the California Board of Corrections. These policies and procedures will take precedence over any previously written material or existing practices that are in conflict with this manual. Personnel who detect errors or deficiencies in these directives will immediately report such information, in writing through the chain of command to the Chief of Police.

As in any standard directive, policy or procedure, situations will arise which are not specifically addressed. In these rare situations, the Watch Commander will be consulted, and good judgment will prevail. These policies and procedures are intended to reflect our most important considerations: The safety of department employees, and the safety and security of the inmates and minors.

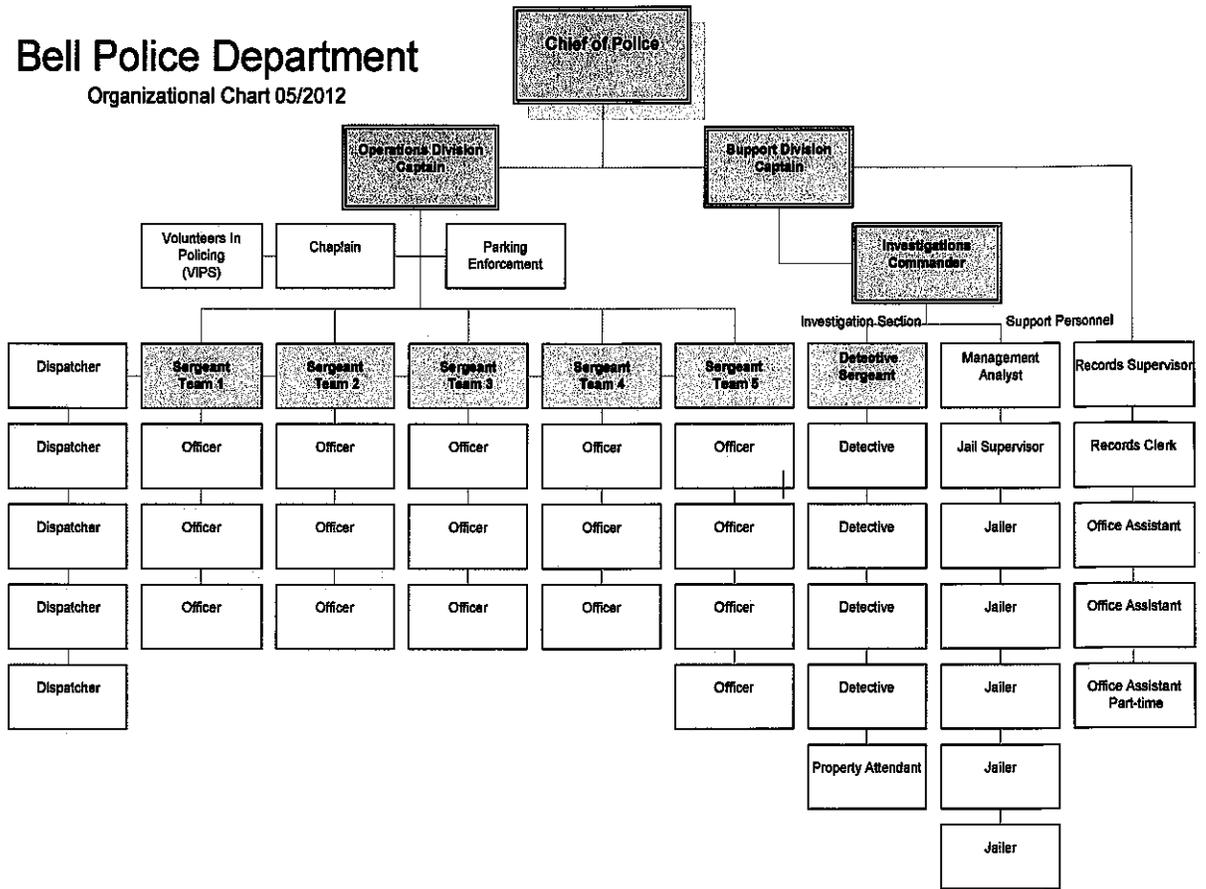
The regulations outlined in this manual will be followed at all times unless exigent circumstances arise. Deviations for the rare circumstances will be documented and forwarded via the Watch Commander to the Chief of Police.

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Steve Belcher  
Interim Chief of Police

# Bell Police Department

Organizational Chart 05/2012



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## **Article 1: General Instruction**

### **A. Mission Statement**

1. It is the mission of the Bell Police Department Type 1 Jail to provide constitutional, safe, secure and humane facilities which will be considered an appropriate place for the temporary detention of persons charged with crimes that require their incarceration. The holding of any felony inmate will have the approval of the Watch Commander.
2. It is the intention of the Bell Police Department that they will meet or exceed the standards established by the Corrections Standards Authority regarding the operation staffing and management of the Jail.

### **B. Definition:**

1. The jail operated by the Bell Police Department is identified by the Corrections Standards Authority as a "Type 1 Jail". This is a facility used for the confinement of inmates for 96 hours (excluding holidays) or less, pending their release, transfer to another facility, or appearance in court. The Watch Commander shall be notified when an inmate reaches 90 hours in confinement to eliminate any over detention.
2. The Bell City Jail will not hold an inmate for a period, not to exceed 90 hours, without the expressed approval of the Watch Commander.
3. The Chief of Police is the facility (Jail) Administrator. The Facility (Jail) Manager is the person delegated the responsibility for operating the jail by the Chief of Police.
4. "Custodial Personnel" means the Police Service Representative, Police Officer, or other employee whose primary duties are the supervision of inmates.
5. "Developmentally Disabled" means those persons who are disabled due to mental retardation, cerebral palsy, epilepsy, autism, or a combination of these handicaps.
6. "Emergency" means any significant disruption of normal facility procedures, policies, or activities caused by a riot, fire, earthquake, attack, strike, or other emergency condition.
7. "Facility Administrator" means the Chief of Police or other official charged by law with the administration of a local detention facility.

8. "Facility Manager" means the Administrative Captain or other comparable employee who has been delegated the responsibility for the local detention facility by the Facility Administrator.
9. "Inmate Worker" means a sentenced inmate who voluntarily chooses to serve their sentence at the Bell City Jail.
10. "Limited Participants" means employees who are assigned to custodial duties for less than 51% of a full time position.
11. "Local Detention Facility" means the Bell City Jail or other correctional facility and court holding facility used for confinement of adults or of both adults and minors, but does not include that portion of a facility for confinement of both adults and minors which is devoted only to the confinement of minors.
12. "Managerial Custodial Personnel" means the Jail Supervisor or other comparable employee who has been delegated the responsibility for operating a local detention facility by a Facility Administrator.
13. "May" is permissive.
14. "Minor" means a person who is under 18 years of age.
15. "P.O.S.T." means the commission on Peace Officer Standards and Training.
16. "Regional Center for Developmentally Disabled" means those private agencies throughout the state funded through the Department of Developmental Services which assure provision of services to persons with developmental disabilities. Such centers will be referred to as Regional Centers.
17. "Shall" is mandatory.
18. "STC" means Standards and Training for Corrections.
19. "Type I Facility" means a local detention facility used for the detention of persons usually pending arraignment for not more than 96 hours excluding holidays and weekends after booking. A Type I Facility may also detain persons on court order either for their own safekeeping or sentenced to a City Jail as an inmate worker, and may house inmate workers sentenced to the jail provided such placement in the facility is made on a voluntary basis on the part of the inmate.

### **C. Review and Inspections**

1. The Chief of Police will review and update the operations of the Jail and update the Manual of Policy and Procedures once a year. This manual will be available to each employee who is assigned to the Jail. A copy will be kept in the Jail at all times.
2. The Jail Manager will review the operations of the Jail monthly and make recommendations to the Chief of Police.
3. The Watch Commander will inspect the facility at least once during their shift and document the inspection in the jail log.

### **D. Jail Command and Supervision**

1. The Police Chief is the Jail Administrator and is responsible for the entire jail facility and all jail operations.
2. The Jail Administrator will notify the Attorney General in writing within 10 days whenever a person dies while in custody. (12525 G.C.).
3. The Jail Administrator will provide the Corrections Standards authority with a copy of the report submitted, pursuant to 12525 G.C. to the Attorney General within 10 days after the death of a minor.
4. A medical and operational review will be initiated by the Jail Administrator whenever a minor dies while in custody.
5. The Chief of Police is Steve Belcher. The Chief of police will review and update the operations of the jail and update the manual of policy and procedures once a year. This manual will be issued to each employee, who is assigned to the jail.
6. The Chief of Police may delegate a Jail Manager responsible for the safe and efficient operation of the jail and the enforcement of all jail rules.
7. The Jail Manager is Anthony Miranda, Support Services Captain.
8. The Support Services Supervisor is responsible for ensuring that the State Corrections Standards Authority's minimum standards for local detention facilities are adhered to, inspect the jail for cleanliness, and supervise the cleaning of the facility, supervise the diet, preparation of food, and feeding of Inmate, order and stock items or supplies as necessary for the operation of the jail and the safety and welfare of Inmate, and execute any repair work needed within the jail facility.

9. The Jail Supervisor will conduct a fire and life safety inspection of the jail facility at least once a month. Such inspections will be recorded in a record book, with a notation of any items needing correction and the action taken to correct them. This record will be maintained for a period of two years.
10. The Jail Supervisor is Veronica Castaneda.
11. The Watch Commander has responsibility for officers and other personnel booking inmates into the jail facility and shall ensure that all Inmates are processed in accordance with this manual.
12. The security of the jail facility is part of the Watch Commander's responsibility. He or she is also to be accessible to Inmate in the event of an emergency.
13. The Watch Commander is responsible for the welfare and safety of Inmates during his or her tour of duty.
14. In the event of a serious occurrence such as the death of an Inmate while in custody, serious injury to an inmate, or a major fire, immediate notification of the Jail Manager and the Jail Administrator is required.
15. The Watch Commander is responsible for the dissemination of information regarding the jail and inmates to the public, other governmental agencies, and the news media. This does not prohibit the dissemination of information concerning a particular case to the news media by the Department Public Information Officer, administrative or investigative personnel. The Watch Commander, Jailer, or Dispatcher may give the following information to persons with a reasonable need to know:
  - a) Whether an individual has been booked.
  - b) The charge.
  - c) The amount of bail required.
  - d) The date of court appearance, if known.
16. The Watch Commander will cause a report to be made of missing or injured inmates, damage or unsafe conditions in the jail, or any unusual occurrence, security hazard, death or injury to any inmate or employee while in the jail facility.
17. Custodial Personnel are responsible for the classification, medical screening, and booking of inmates; to conduct intermittent, direct, visual supervision of inmates, and respond to any inmate in the event of an emergency. Custodial

personnel are also responsible for providing access to services such as visitation, phone calls, nutrition, and hygiene maintenance as required.

18. Custodial Personnel will inspect the jail at the beginning of their watch to ensure that it is clean, safe, and all inmates are accounted for.
19. Custodial Personnel shall review the booking, medical screening, and the classification form of each inmate in custody at the beginning of his or her shift.
20. Custodial Personnel or other person(s) designated by the Watch Commander will make hourly inspections of all inmates in the jail facility.

Inspections will be conducted at least every thirty (30) minutes whenever:

- a. An inmate is lodged for reasons of intoxication.
- b. A juvenile is lodged in the facility.
- c. A combative inmate is held in a cell or the sobering cell without medical and classification screening being completed.
- d. Suicide risks are not kept at Bell City Jail.

These inmates are:

1. Transported to Los Angeles County Jail;
2. Checked every 30 minutes during interim.

All inspections shall be entered in a ledger book. After meals, all trays and utensils shall be accounted for and removed as soon as practical.

Male Jailers, Officers, and other authorized Custodial Personnel shall only search the person of any inmate of the same sex and shall only enter into the cell occupied by any inmate of the same sex. Male personnel may enter a cell of an inmate of the opposite sex if in the company of an employee of the same sex as the inmate. Female Jailers, Officers, and other authorized Custodial Personnel may search the person of an inmate of the opposite sex if necessary for jail security duties.

21. An Employee means a Police Officer, Correctional Officer, Custodial Officer, Medical Staff Person, or designated civilian employee whose duties may include, but are not limited to, maintaining custody and control of persons who have been arrested or sentenced, or both. (Ref. 4021(b) PC).
22. Agencies such as the Corrections Standards Authority, the Health Department, the Grand Jury, and Los Angeles County Fire Department have a duty to inspect the local detention facility. These inspections may occur with or without prior notice including weekends.

23. Any employee receiving a request to inspect the local detention facility shall immediately notify the Jail Administrator, Jail Manager, Support Services Supervisor, or Watch Commander.

**E. Criminal History Information**

1. Such criminal history information as is necessary for the conduct of facility inspections as specified in sections 6031.1 and 6029 PC will be made available to the staff of the Corrections Standards Authority.
2. Such information will be held confidential except that published reports may contain such information in a form which does not identify an individual.

## **Article 2: Training, Personnel and Management**

### **A. Training Requirements**

1. All custodial personnel of this facility shall participate in the Corrections Office Core Course as required by the Corrections Standards Authority.
2. Those custodial personnel of this facility who have completed the Post Basic Academy shall participate in the Corrections Officer Basic Academy Supplemental Core Course.
3. All supervisors shall participate in a minimum 80 hour Supervisor Core Course. The POST certified Supervisory Training Course meets this requirement.
4. The Chief and Jail Manager shall complete the Manager/Administrator Core Course. This course is an 80 hour minimum course in general management and administration subjects. The Board of Corrections may allow credit under its criteria for comparable courses completed.
5. The Jail Manager and other managerial staff shall participate in a 40 hour Jail Management Training Course.
6. All of the above courses must be completed by an employee during the first year assignment to that position.
7. All custodial personnel shall complete 24 hours of annual training approved by the Board of Corrections.

### **B. Number of Personnel**

1. Whenever there is an inmate(s) in custody, there will be at least one jailer on duty in the facility. The jailer will be immediately available and accessible to the inmate(s) in the event of emergency. The jailer will not have any other duties which would conflict with the supervision and care of the inmate(s) during an emergency.
2. When female inmates are in custody, there will be at least one female employee, who in a like manner, will be immediately available and accessible to the female inmate(s). If a female employee is not available the female inmate(s) will be transported to CRDF Women Jail Facility.

3. Routine one half hour visual safety checks will be made on all inmates. The jailer/employee checking the inmate(s) will look for body movement. Documentation of these checks will be made in the jail log.

**C. Fire and Life Safety Staff**

1. Pursuant to Penal Code 6060 (c), whenever there is an inmate in custody, there will be at least one person on duty in the facility at all times who meets the training standards established by the Board of Corrections for general fire and life safety which relate specifically to the facility.

**D. Fire Suppression Preplanning**

1. The Bell City Jail will be equipped with smoke detectors in all jail areas. The fire detection equipment will be monitored on a 24-hour basis. A fire extinguisher will be located inside the jail facility. One fire extinguisher is located outside the entrance to the jail. An enclosed fire hose is located in the jail hallway.
2. A fire prevention inspection will be conducted monthly by the Jail Supervisor. The fire prevention inspection will consist of an examination of all smoke detectors to ensure that they are operational. An examination of the fire extinguishers to ensure that they are in place and fully charged and an inspection of the facility for any fire hazards.
3. An annual fire inspection will be conducted with the assistance of the Los Angeles County Fire Department. This inspection will include items found in the monthly inspection reports, plus a test of the fire alarms.
4. In the event that an evacuation of inmates is necessary, the inmates will be shackled and moved to the courtyard outside the Sally Port. If this situation is too dangerous or unmanageable, the inmates will be transferred to a Los Angeles County Jail Facility. Those inmates who can be released without posing a threat to the community will be released. Any minor must be released to a parent or guardian.
5. A fire evacuation plan will be posted inside of the jail area which is visible to all inmates. Each inmate will be briefed regarding this plan at the time of intake.

**E. Security and Control**

1. Physical Count of Inmates

- a) In addition to reviewing routine safety checks, the Watch Commander will conduct one physical count of inmates during his/her shift.
  - b) These counts will be documented in the jail log.
2. The Watch Commander will supervise security searches during the shift to include:
- a) Parking lots.
  - b) Security doors to the facility and jail area.
  - c) Items that could be used as weapons lying around and in the jail area.
  - d) Contraband.
  - e) The above inspection will be noted in the jail log.
3. Key Control
- a) All keys to the jail will be locked and secured in the jail key locker when not in use.
  - b) If individual keys are issued to officers, they will be accounted for at the start and end of their shift.
  - c) The Jail Manager will conduct a monthly inventory of all jail keys.

### **Article 3: Emergency Procedures**

#### **A. Escape**

1. Search the building and surrounding areas.
2. Establish a command post, if necessary.
3. Call local Police Departments, local Sheriff's Stations and the Highway Patrol.
4. Notify Los Angeles Sheriff's Department Fugitive Detail.

#### **B. Disturbance**

1. Lock down the facility.
2. Contain the disturbance.
3. Set up a command post, if necessary.
4. If necessary, release all inmates who do not pose a threat to the local community. Minors must be released to a parent or guardian.
5. Call local Police Department of Sheriff's Stations if assistance is required.
6. Transport involved inmates or minors to a Los Angeles County Jail Facility or Juvenile Hall.

#### **C. Hostage Situation**

1. Control and contain area.
2. Set up command post away from the hostage area.
3. Notify the Los Angeles Sheriff's Department Hostage Negotiation Team.
4. Request the Fire Department and notify St Francis Hospital.
5. Request paramedics and ambulance to respond to the command post.

#### **D. Civil Disturbance**

1. Secure the police building and jail.
2. Set up a command post.  
If required, release all inmates or minors who do not pose a threat to the community.
4. Minors must be released to a parent or guardian. Transport all others to a Los Angeles County Jail Facility or a Juvenile Hall.
5. Advise all local Police Departments and Sheriff Stations if the situation requires such.

#### **E. Natural Disaster**

1. Set up command post.
2. Treat injured staff/inmates.

3. If required, release all inmates or minors who do not pose a threat to the community. Minors must be released to a parent or guardian. Transport all others to a Los Angeles County Jail Facility or Juvenile Hall.
4. Notify St. Francis Hospital if any staff/inmates will be transported there for treatment of injuries.

**F. Emergency Housing**

1. In the event the Jail is unusable, the Briefing Room or Staff Conference Room will be used until the inmates or minors can be transported to a Los Angeles County Jail Facility or a Juvenile Hall Facility.

**G. Testing, Storage and Use of Emergency Equipment**

1. The Jail Manager will inspect all security equipment monthly.
2. There is no other security equipment or special weapons stored in the jail.

**H. Emergency Suspension**

1. The Chief of Police may temporarily suspend any standard or requirement in the event of any emergency which threatens the safety of our jail, its inmates or staff, or the public.

Only such regulations directly affected by the emergency may be suspended. The Jail Manager shall notify the Board of Corrections of any suspension that exceeds 3 days.

**I. Public Information Officer**

1. In the event of an emergency, the Watch Commander shall serve as the public information officer until relieved of that responsibility.
2. Conduct all briefings away and out of sight of the incident.

## **Article 4: Records and Public Information**

### **A. Population Accounting**

1. The Jail Supervisor will maintain an inmate population accounting system which reflects the monthly average daily population of inmates by categories of male, female, and juvenile.
2. This count will be taken from the booking form or jail logs.

### **B. Inmate Records**

1. The Jail Manager shall insure the following are part of an individual inmate's records.
  - a) Intake information.
  - b) Personal property receipts.
  - c) Commitment papers for inmate workers.
  - d) Court orders.
  - e) Medical orders issued by the responsible physical and the staff response.
  - f) Non-medical information regarding disabilities and other limitations.
2. If the inmate is transferred to another agency facility these records shall accompany the inmate. A copy of these inmate records shall be maintained by this Department. A copy of these inmate records shall be maintained by this Department for a period of 3 years. All reports of an inmate or minor death in custody will not be destroyed.

### **C. Incident Reports**

1. It is the policy of the Bell Police Department to maintain a written record of all incidents which result in physical harm, or serious threat of physical harm, to any employee, inmate, minors, other person in the Jail, or damage to city property.
2. The jailer is responsible for reporting the incident immediately after its occurrence to the Watch Commander. The jailer will complete a Supplemental Report to the Arrest Report. This report will completely and concisely document the incident. The report will be directed to the Watch Commander and, after review, will be filed in the facility filing system.
3. The Watch Commander is responsible for ensuring that the report is written on all events of special importance occurring in the jail. All Jail Incident Reports must be

completed during the shift in which the incident occurred. The Jail Manager and Jail Supervisor must receive a copy of the incident report no later than 24 hours after the occurrence.

4. The filing of a Jail Incident Report will not relieve the Watch Commander (or their designee) of the responsibility of filing a Crime Report, where a violation of the law has occurred, or a Worker's Compensation Report, when an Bell Police Department employee has been injured.
5. The Watch Commander is responsible for immediately reviewing such reports upon completion. In the case of a death, or attempted suicide in the Jail, the following information must be included in the report(s).
  - a) Time of last check when the inmate was alive or well and who made the check.
  - b) Time inmate was found in present condition and who found the inmate in such condition.
  - c) Time first aid was started and what type of aid was administered and by whom.
  - d) Time paramedics were called and time they arrived.
  - e) Time the inmate left the jail.
  - f) Names of paramedics, ambulance and coroner's personnel.
  - g) Name and agency of investigating officer and time the investigation was turned over to them.
6. The G4S Command Post will be notified immediately if the injury involves their employee.

#### **D. Public Information Plan**

1. The following information shall be made available to the public, other government agencies and the media.
  - a) Public Information Plan.
  - b) Visiting Rules.
  - c) Correspondence Rules.
  - d) Newspaper policy.
  - e) TV and games policy.
  - f) Access to telephones policy.
  - g) Access to court and counsel.
  - h) Inmate orientation program.
  - i) Voting policy for inmate workers.
  - j) Rules regarding discipline.
  - k) Responsibility for health care services.

- 1) Title 15, CCR, minimum standards for local detention facilities is available for review by the public and inmates.

## **Article 5: Classification and Segregation Plan**

### **A. Required Separation of Inmates**

1. No female inmate will be housed in the jail without a female employee being immediately available. If no female employee is available the inmate will be transported to a Los Angeles County Jail Facility.(CRDF)
2. Male inmates are to be separated from female inmates at all times while in the jail. Male and female inmates will not sleep, dress, undress, or perform eliminatory functions in the same room with each other.
3. No felony offenders are to be housed with misdemeanor offenders.
4. If the sex of an inmate is indeterminable at the time of booking, that inmate will be transported to a Los Angeles County Jail Facility.
5. An inmate who has served time in a County/State or federal facility should not be placed with an inmate who has never been in jail.
6. Gang members will not be placed with non-gang members or with rival gang members.
7. Juveniles will not be placed in the same cell with adult inmates.
8. Adults with a large difference in age should not be placed together.
9. The Watch Commander may make other segregation and classification decisions as he/she sees necessary to provide for safety of staff, inmates or to aid in an investigation.
10. The above segregation will be accomplished to the extent possible within limits of the available number and types of cells in the facility.

### **B. MEDICAL AND INMATE SCREENING**

The Jailer will make a visual assessment, during the booking process, of an inmate to determine if the inmate is injured or in pain. The Jailer will also attempt to recognize signs of fever, infection, swelling, vermin, potential suicide risk or assaultive risk to staff members or other inmates.

The arresting officer will complete the front side of the Medical Screening Form Questionnaire on each detainee at the time of arrest.

On the reverse side of the Medical Screening Form Questionnaire is a **JAILERS VISUAL MEDICAL OBSERVATION** form. This form is to be filled out when an arrestee is incapable of providing reasonable, intelligible or logical answers to the Medical Screening Form Questionnaire. The **JAILERS VISUAL MEDICAL OBSERVATION** form will contain four (4) areas of concern plus a remarks section. It is a "yes" or "no" check off form.

Any affirmative answers to the visual screening or medical screening questionnaire will be immediately reported to the Watch Commander by the Jailer so appropriate medical supervision and/or treatment can be arranged.

The medical screening form will be attached to the original booking slip and become part of the inmate's record package. If an inmate is sent out of the jail for medical treatment, a copy of the medical screening form will be sent with the inmate. The medical screening form will be made available to paramedics and physicians administering emergency medical treatment in the jail facility.

Any inmate who has not been adjudicated to be incompetent may refuse non-emergency medical treatment. Any refusal of medical treatment by an inmate must be made to medical personnel.

### **C. MENTALLY DISORDERED INMATES**

All mentally disordered inmates or inmates of known diminished mental capacity are to be provided segregated facilities. The Jailer is responsible for determining from the inmate and arresting officer whether special treatment conditions exist.

In all cases involving mentally disordered or diminished capacity inmates, the Jailer shall immediately notify the Watch Commander. The Watch Commander will secure a physician's opinion as soon as practicable as to disposition of the inmate.

It is the responsibility of the Watch Commander to determine whether transport to a 72-hour treatment center is required. Unless otherwise specified, the treatment center for this facility is USC Medical Center if it is a mental and medical problem. Statutory authorization for such a transfer is contained in Penal Code Section 4011.6. The method of transport may be police department vehicle or local ambulance at the discretion of the Watch Commander. The Watch Commander shall arrange for adequate security and the welfare of the inmate during such transport.

It is the responsibility of the Jailer to maintain adequate surveillance of all inmates in custody during the shift. Any abnormal behavior or changes in behavior shall be

immediately reported to the Watch Commander. Jailers are especially cautioned to maintain awareness for symptoms of withdrawal, hallucination and depression.

#### **D. DEVELOPMENTALLY DISABLED**

Developmentally disabled inmates are persons who are disabled due to mental retardation, cerebral palsy, epilepsy, autism or a combination of these handicaps.

Upon determination that an inmate is developmentally disabled, the inmate shall be afforded segregated facilities and the Watch Commander shall be notified. Whenever possible, the inmate will be transported from the Bell Police Department to LACJ if the inmate cannot post bond or be cited out of the jail facility.

If due to unusual circumstances the developmentally disabled inmate cannot be removed from the Bell Police Department Jail Facility, the Watch Commander or his designee shall contact the regional center on any inmate suspected or confirmed to be developmentally disabled for the purposes of diagnosis and/or treatment within 24 hours of such determination, excluding holidays and weekends.

South Central Regional  
650 W Adams Blvd  
Los Angeles 90007  
(213) 744-7000

#### **E. COMMUNICABLE DISEASES**

The following communicable diseases are cause for segregation and/or transfer:

- 1) Tuberculosis
- 2) Sexually transmitted diseases
- 3) Hepatitis
- 4) HIV (AIDS)

At the time of booking, the Custody Officer is required to inquire as to the existence or possible existence of certain specified communicable diseases. Should a communicable disease exist or possibly exist, the Custody Officer will notify the Watch Commander of the circumstances.

The Watch Commander will see that the diseased inmate is segregated and subsequently transported to the appropriate medical facility, either LAC-USC Medical Center if the inmate has signs of the illness or The County Jail-MCJ/CRDF if the inmate has no symptoms of illness but gives a positive history of having a

communicable disease. The medical screening report will accompany the inmate and the inmate's condition will be explained to the intake personnel.

#### **F. EMPLOYEE EXPOSURE**

Any employee, during the course of his/her duties who is exposed to Tuberculosis, sexually transmitted diseases, Hepatitis, and/or AIDS will report the incident to the Field Supervisor and the Watch Commander immediately following the exposure. The Watch Commander will determine if the exposure occurred as a result of the employee performing his/her legal duties. If the Watch Commander determines that the exposure is I.O.D. or possibly I.O.D., the "Injured on Duty" procedure in the General Orders Manual will be in effect. Please refer to that procedure.

If it is determined by the Watch Commander that the exposure is not a result of the employee performing his/her duties, but the employee insists that the exposure is I.O.D., the Watch Commander will allow the employee to follow the procedures set forth in the "Injured on Duty" procedure in the General Orders Manual. If the exposure is later determined not to be I.O.D., the employee will pay for the expense of medical exam and treatment. It is very important to have the employee examined and treated to prevent the continuous spread of these diseases.

#### **G. AIRBORNE PATHOGENS - EXPOSURE CONTROL**

The incidence of tuberculosis in the custody environment, within some immigrant populations and among the homeless is significantly higher than we find in the general population. Consequently, care should be exercised when you encounter a situation where face-to-face encounters can result in the exchange of airborne pathogens, especially with high-risk groups.

Avoid face-to-face encounters with persons who are coughing unless you have proper protection from a mask.

If notified that a person has tuberculosis or is suspected of having tuberculosis, wear a protective mask when dealing with them.

#### **H. TUBERCULOSIS - EXPOSURE TESTING**

1. Consistent with Federal OSHA recommendations, the Department has determined that sworn personnel, Reserves, Community Service Officers, Clerks who handle matron duties and Custody Officers are at risk of exposure to tuberculosis. These personnel will be eligible for annual tuberculosis testing.

2. The County Health Officer is responsible for the control of communicable disease and has recommended a testing plan for persons working in confined/enclosed areas where there is a likelihood of potential exposure to the airborne pathogen tuberculosis.
3. An initial tuberculosis skin test on employment or a baseline test if already employed. If the initial employment/baseline test is negative, annual skin tests should be performed thereafter. The Department recommended test is the "Mantoux skin test." Those personnel, whose primary assignment deals with the handling of inmates, shall be tested for TB annually.
4. Upon documented exposure to a diagnosed case of tuberculosis, persons with a previous negative TB skin test should have the TB skin test repeated upon the knowledge of exposure to the confirmed case and, if negative, three months later following the exposure.
5. If the skin test is positive, perform chest x-ray. If the chest x-ray is negative persons in high-risk exposure occupations (noted in Section A) should receive yearly x-rays.
6. Persons who are newly converted to a positive skin test, have a negative chest x-ray and who have never received medication for their positive TB exposure should be placed on prophylactic medication (INH 300mg daily) for six months. For persons who have a compromised immune system, HIV positive, history of present or past steroid use, or certain other chronic medical conditions (identified by the employee's physician), medication should be taken for one year. This medication plan is voluntary on the part of the employee.
7. Persons who have been adequately treated for a positive skin test need not repeat the treatment regimen. Persons over 40 years of age who have a positive TB skin test or a history of having had a positive TB skin test for years, who are in good health and feel that their exposure to tuberculosis was not recent, may elect not to take the prophylactic treatment. Prophylactic medication taken as a preventive precaution is optional to the individual.
8. The above recommendation is for prophylactic treatment of persons who have been exposed but do not show active chest disease following a chest x-ray.  
  
It should be noted that persons who newly convert and/or show positive active tuberculosis on chest x-ray are treated individually as a diagnosed case.
9. Transmission of tuberculosis is by way of inhalation of **airborne pathogens** or by entry of the airborne pathogens into an open wound.

**10. It is important for employees to note that there is a difference between "TB infection" and "TB disease."**

The infection is when tubercle bacilli enter the lungs and the bacteria multiply for a short time in the lungs before the immune system controls their growth. However, the tubercle bacilli remain dormant in the body and can become active and cause clinical disease later in life.

a) **A person who has TB infection without disease:**

- a) Cannot spread infection to others,
- b) Is not considered a case of TB,
3. Usually has a negative chest x-ray and no symptoms of TB but,
4. Does have TB bacteria in his or her body that remain capable of causing disease later in life.

b) **With TB Disease, general symptoms may include:**

1. Lethargy,
2. Weakness,
3. Weight loss,
4. Loss of appetite,
5. Fever and/or
6. Night sweats

**The most common site of TB disease is in one or both lungs.** The symptoms of disease at this site, called pulmonary TB, may include chronic cough, chest pain and coughing up blood. TB can also occur at any other site in the body, including the kidneys, brain or spine. Symptoms vary depending on the site affected.

**I. Use of Safety Cells - (Not used by our department)**

**J. Intoxicated Inmates**

The Bell Police Department strongly discourages the detention of inebriated persons. Acute alcohol intoxication is deemed an emergent medical condition which can lead to the death of the person if untreated by qualified medical personnel. Under no circumstances shall an unconscious person be brought into the jail. The Watch Commander shall be made aware of any person brought into the Bell Police Department City Jail whose physical condition requires medical attention and monitoring. (Over 90% of in-custody deaths occur with intoxicated prisoners)

## **K. Welfare**

Jailers shall make physical inspections of drunken inmates every thirty (30) minutes or as frequently as possible. This inspection will be to determine the response of sleeping prisoners, check of normal breathing, abnormal body secretions, or any other condition of distress.

In addition, to visual and audio inspection of drunk persons, a drunk person must be able to be aroused, respond to simple commands, have no difficulty breathing, and not appear acutely ill. Satisfactory arousal exists when you are able to elicit some type of response from said person, i.e., a grunt, body reflex movement, or other sign of discomfort or displeasure. **Arousal is required of all sleeping drunks at approximately 30 minute intervals.**

The Jailer shall immediately call to the attention of the Watch Commander any inmate reporting illness and/or injury. The Watch Commander shall supervise administration of first aid procedures and arrange for transport of the individual to the appropriate medical facility.

## **L. USE OF SOBERING CELL – (Not for purpose of Detoxification, See Article 8, Section B (8) #6**

1. The Sobering Cell will be used for the holding of ambulatory inmate(s) whose behavior is a threat to their own safety or the safety of others due to their state of intoxication. Such inmates will be removed from the cell when they are able to continue in the processing. The Watch Commander will determine if an inmate is unresponsive or requires medical transport – short of an immediate 911 response by the Jailer.
2. In no case will an inmate(s) remain the Sobering Cell over (6) six hours without a physical status evaluation by the Watch Commander. The Watch Commander shall ensure that the inmate(s) is sobering up and is not in the same or worse condition when last observed.
3. Direct visual observation of the inmate(s) will be conducted no less than every half hour. The individual making the observation shall look for the improvement in the condition of the inmate(s). Such observations will be documented in the jail log and the Sobering Cell log for each inmate.
4. If the ambulatory inmate(s) is too intoxicated or medically fragile to be admitted to our jail, they will be immediately transported to a medical facility for evaluation before booking.
5. Any minor requiring a Sobering Cell shall be released to their parent or guardian, or immediately transported to a juvenile hall facility.

**M. USE OF RESTRAINT DEVICES AND FORCE**

1. The only force used to control an inmate is that reasonable force necessary to control the situation or incident.
2. The use of restraint devices as described in T15 1058 are not used by this department. Any inmate requiring such restraining devices shall be transported immediately to a Los Angeles County Jail Facility. Hand-cuffs or flex-cuffs are used prior to transport.

**N. ADMINISTRATIVE SEGREGATION**

1. Administrative segregation will only be used on those inmates who are prone to escape, or to assault staff or other inmates, or are likely to need protection from other inmates.
2. The Watch Commander(s) must approve the use of administrative segregation when they determine it to be necessary to obtain the objective of protecting the welfare of inmates and staff.
3. Administrative segregation will consist of separate and secure placement in a cell, but will not involve any more deprivation of privileges than is necessary to obtain the objective of protecting the inmates and staff.

**O. Release Under 849 (b) and 853.6 PC**

1. Very effort will be made to screen and release those inmates who qualify under the above sections to include:
  - a) There are insufficient grounds for making a criminal complaint against the person(s) arrested.
  - b) The arrest was made for intoxication and further proceedings are not desirable.
  - c) The arrest was for being under the influence of narcotics, drugs, or restrictive dangerous drugs, and such person is delivered to a facility or hospital for treatment and no further proceedings are desirable.
  - d) Any other processes that the Chief of Police is empowered to use.

**P. Maintenance of Records**

1. Each inmate classification level, restriction and cell assignment will be noted in the intake screening form.



## **Article 6: Inmate Programs and Activities**

### **A. Visiting and Access to Counsel**

It is the policy of the Department to permit prisoners to be visited:

1. Between the hours of 10:00 a.m. and 3:00 p.m. daily;
2. By an attorney (confidential consultation at anytime);
3. By a bail bondsman;
4. By a priest or physician;
5. By minor children in the company of a responsible adult;
6. By relatives and friends;
7. For a duration generally not to exceed 15 minutes;
8. At the selected interview rooms;
9. Visitors and any packages, including attorney attaches may be subject to a cursory or pat down search prior to the visitation for security reasons;
10. However, such a visit may be restricted as to time and duration depending on the need for security and the administration of the jail facility.

The Watch Commander has the authority to make exceptions to any of the above provisions.

Jailers shall log all prisoner visitations on the back of the booking slip.

### **B. Correspondence**

1. Since this is a short term facility, an inmate generally will not send or receive mail. However, there is no limit to the amount of mail that an inmate may send or receive.
2. Mail will not be read except where there is a valid security reason to justify such action. The Watch Commander must approve the reading of inmate mail.
3. Those inmates or minors who are without funds and request to send mail will be given two free postage stamps for general correspondence. They will be given unlimited stamps for letters to their attorney and the courts.
4. Inmates may correspond confidentially with the Jail Manager or the Chief.

5. Inmates may correspond confidentially with State and Federal Courts, members of the State Bar, holders of Public Offices and the Corrections Standards Authority. Jail Staff may open and inspect such mail only to search for contraband, cash, check, or money orders. This must be done in the presence of the inmate.

#### **C. Access to Telephone**

1. Per §851.5 PC, “Immediately upon being booked, and except where physically impossible, no later than three hours after arrest, an arrested person has the right to make at least three completed telephone calls to an attorney of his/her choice, a public defender, a bail bonds person, or a relative or other person”.
2. The arrested person will be entitled to make at least three such calls at no expense, if the calls are completed to telephone numbers within the local calling area. A sign in bold print and visible to the inmates shall be posted stating such facts as required by 851.5 (b) P.C.
3. A phone call to an attorney will not be monitored or recorded. If inmate(s) is so intoxicated that they cannot complete a phone call, there is no duty to call for them. There is also no duty to wake up an intoxicated inmate so that they can complete a phone call.
4. There is no limitation on the amount of time that inmate(s) phone calls may last. An inmate should be given enough time on the phone to contact the person(s) that he or she must reach in order to arrange bail, to advise people where they are, or to take care of other things related to their arrest. The phone calls are not intended to be used for carrying on lengthy personal conversations. The workload of the officer will dictate the length of the calls.
5. If time, work load and security permits, an inmate may be given the opportunity to make additional calls.

#### **D. Table Games**

The Watch Commander shall insure that table games are made available to all inmates between 0800 and 2300 hours.

#### **E. Newspaper**

The Watch Commander shall insure that a daily newspaper is in general circulation, including a non-English language publication, is available to interested inmates.

#### **F. General Information for Inmates**

The Jail Manager shall insure that printed information shall be given to each inmate placed in a housing unit. The information shall include:

1. Rules and disciplinary procedures.
2. Visiting rules.
3. Availability of personal care items and opportunities for personal hygiene.
4. Availability of reading and recreational materials.
5. Medical/mental health procedures availability to inmates.

#### **G. Voting**

If our facility holds inmate workers, they shall be given the opportunity to vote in Local, State and Federal elections. The Jail Manager shall insure that the inmate workers will have the opportunity to obtain an absentee ballot.

#### **H. Religious Services or Counseling**

The Jail Manager shall insure that all inmates will have the opportunity to participate in religious services or counseling if they desire to do so.

#### **I. Inmate Grievance Procedure**

If an inmate has a grievance, they will be interviewed by the Watch Commander. The Watch Commander will evaluate the grievance and take appropriate action(s) as may be warranted.

## **Article 7: Inmate Discipline**

### **A. Plan for Inmate Discipline**

1. Formal inmate discipline will not be administered in this Jail. If an inmate violates a law while in custody, the additional charge will be added to the original crime report. If the inmate violates a rule of the jail, the officer will write a brief incident report and if the inmate is transferred to Los Angeles County Jail Facility, a copy of that incident report should be sent with the inmate.
2. Meals will not be withheld as a result of any inmates' action noted above, nor will they be placed in a safety or Sobering Cell as a means of punishment.
3. Under no circumstances will any type of discipline be given to any minor held in temporary custody.

## **Article 8: Medical and Mental Health Services**

### **A. Responsibility for Health Care Services (Facility Administrator)**

1. All employees are responsible for immediately notifying the Watch Commander when the need for inmate medical care arises.
2. The Watch Commander will have the responsibility to ensure provisions of emergency and basic health care services to all inmates in accordance with Minimum Jail Standards (T-15). Department personnel will be responsible for summoning appropriate medical assistance and application of emergency first aid.
3. Since there are no medical personnel assigned to this facility, the emergency room of the St Francis Hospital will be utilized. This hospital has staff on duty at all times to treat injured inmates.

### **B. Medical/Mental Health Procedures Manual**

#### **Jail Medical Procedures - INTRODUCTION**

The following guidelines have been adopted as the Medical Procedures for the Bell City Jail. They are not intended to be all inclusive, nor did they intend to be a substitute for prompt action and the exercise of commonsense. Not all medical problems can be anticipated. Inmate workers are considered to be inmates for the purposes of this manual.

All personnel whose duties include jail operations are required to be familiar with these guidelines. This manual shall be considered to be part of the Jail Manual of the Bell Police Department.

1. Inmates or minors having eyeglasses that are medically required should be allowed to retain them unless the glasses present a danger to the inmate or others.
2. Pregnant and or lactating females, mentally disordered or developmentally disabled inmates or minors, inmates or minors in need of special medical programs (including diets), inmates or minors known or suspected of having communicable diseases and inmates or minors requiring medication will be transported to a Los Angeles County Jail Facility or a Juvenile Hall.
3. Information regarding an inmate known to have medical/mental problems shall be disclosed to the receiving agency. This will facilitate the proper health care and segregation of the inmate at that facility.
4. A medical screening will be completed on all inmates at the time of intake and will include but not limited to medical and mental health problems, developmental disabilities and most communicable diseases. Officers and jail staff will use the department approved medical screening form.

5. A mentally disordered inmate who appears to be a danger to himself or others, or to be gravely disabled will be transferred without delay to a medical treatment facility designated by the county and approved by the State Department of Mental Health for diagnosis and treatment. Inmates found unable to be cared for adequately within our jail will be transferred to a designated treatment facility as soon as possible.
6. Detoxification (Clinically supervised medical treatment for life-threatening or long-term alcohol and/or drug abuse) will not be provided in our jail. An inmate or minor requiring detoxification treatment will be sent to an approved County Medical Center, Los Angeles County Jail Facility or a Juvenile Hall Facility.
7. An inmate or minor undergoing withdrawal reactions will be transferred to an appropriate medical facility without delay.
8. Any inmate requiring a special medical program will be transferred to the L.A.G.H. Jail ward without delay.
9. Any inmate suspected of having or confirmed to have a communicable disease will be transported to L.A.G.H. Jail ward without delay. Any employee coming in contact with such inmate will be given proper medical treatment without delay.
10. The facility will not use or store any type of pharmaceuticals. Any inmate requiring these items will be transported to a Los Angeles County Jail Facility staffed with medical personnel.
11. The use of non-physician personnel in providing medical care in our facility is limited to use of the Fire Department paramedic programs.
12. Any inmate requiring therapeutic diets will be transported to the proper Los Angeles County Jail Facility.

**C. PCP OR MIND ALTERING IMPAIRED INMATES**

The decision to book these individuals at Los Angeles County Jail shall be made by the Watch Commander or Jail Supervisor. This opinion shall only be exercised when the following circumstances exist:

The prisoner's actions consist of outbursts, or a constant level of wild, frenzied, unruly, or violent behavior.

The prisoner represents a continuing danger to himself/herself and/or others.

There is little or no possibility of safely booking and controlling the prisoner at the station.

The prisoner has no serious injuries (injured prisoner will be taken to Los Angeles County Medical Center).

#### **D. SECURITY AND WELFARE OF INMATES**

Jailers shall physically inspect the jail, at least once, every half hour (30 minutes). This inspection shall consist of ensuring that all doors leading the jail are secured and locked. They shall also ensure that each inmate is properly segregated; has the required blankets; inquire as to the inmate's physical well-being; and ensure that the inmates receive any needed medical attention. These checks shall be documented on the "Daily Jail Check Logs."

#### **E. MEDICATIONS & DENTAL EMERGENCIES**

##### **1. Prescription Medications**

Inmates requiring prescription medication will be transferred to the custody of the Los Angeles County Sheriff's Department, Twin Towers medical facility, or an alternate medical facility where trained medical staff is on hand to supervise the administering of medication.

Inmates having diabetes, heart trouble, epilepsy or any other illness for which they require ongoing medical treatment and are currently receiving prescribed medication relating to that illness shall not be housed in the Bell Police Department City Jail. Such inmates shall be transported to an alternative detention facility as soon as practicable.

The method of transportation of ill or injured inmates will be arranged by the on-duty Watch Commander. He/She shall provide for adequate security and the welfare of the inmates during such transportation.

##### **2. Non-Prescription Medications**

Some non-prescription (over the counter) medication may be furnished to inmates upon their request (i.e., Tylenol, chewable anti-acid tablets and aspirin).

##### **3. Medicine Retention by Inmates**

No drugs or medication will be retained by prisoners nor will any prescription medication be administered at the Bell Police Department City Jail. Persons with illnesses requiring prescription medication shall be transported to an alternative detention facility.

##### **4. Dental Emergencies**

Inmates requiring immediate treatment due to a pre existing condition, or a condition which requires medication shall be transferred to the Los Angeles County Jail for treatment.

#### **F. MEDICAL EXAMINATION ROOM**

The Bell Police Department City Jail maintains no infirmary. All cases requiring infirmary treatment are to be transported to an authorized medical facility as may be required or as directed by paramedics.

#### **G. SICK CALL**

To fulfill legal obligations, The Watch Commander will perform sick call once in a 24-hour period. It is suggested sick call be performed during the noon meal. Inquiry will be made by asking general questions of the individual inmates as to their current physical status (i.e., How are you feeling? Any problems? Is everything all right? etc.).

#### **H. HIGH RISK INMATES**

Due to their medical history, the following are Class A, high-risk inmate Generally, they should not be maintained in a Type I Facility. The Watch Commander shall evaluate on a case by case basis and direct transfer to the Los Angeles County Jail based on his/her assessment.

1. Diabetics. Bell Police Department does not have the ability to insure the proper balance between medication and diet.
2. Heart patients on medication.
3. Those using tranquilizers, i.e. Librium, valium, etc.
4. Those requiring psychotropic medication (those being treated for mental disorder).
5. Females past their sixth (6th) month of pregnancy.
6. Those on controlled medication.

#### **I. INMATE ADDICTION**

Where there is reasonable cause to believe that a person in custody is addicted to a controlled substance, the Jailer or other person having such knowledge shall immediately call it to the attention of the Watch Commander. Pursuant to Health and Safety Code Section 11222, it is the duty of the Watch Commander to provide the

person so confined with medical aid as necessary to ease any symptoms of withdrawal from the use of the controlled substance.

#### **J. METHADONE MAINTENANCE PROGRAM**

Persons participating in any methadone maintenance program shall be allowed to continue in the program at the discretion of the director of the program. The Watch Commander has the responsibility for determining that an individual is in an authorized methadone program and that the individual; is entitled to remain in the program by verifying that the inmate has a valid methadone program identification card and contacting the Methadone Center to determine the inmate's eligibility in the program.

It is anticipated that any required medical attention under the foregoing would require transport of the individual to an authorized medical facility. If the inmate receives injections, the inmate will be transported to Los Angeles County Jail Ward to continue the program.

#### **K. ORTHOPEDIC / PROSTHETIC DEVICES**

Unless posing an immediate threat to security, prisoners shall be allowed to retain necessary orthopedic and prosthetic devices if such devices have been prescribed by a physician.

References are made to Section 2656 of the Penal Code for further guidance in this situation, including rights or appeal upon denial of use of such a device.

#### **L. FEMALE INMATES**

##### **1. Determination of Pregnancy**

All female inmates have the right to summon and receive the services of any physician and surgeon of their choice to determine pregnancy. (Females are not held over six hours).

Reference is made to Section 3406 of the Penal Code regarding requests for pregnancy examinations. It is the intent of the Bell Police Department City Jail to fully comply with the aforementioned Penal Code Section in all respects.

Female inmate rights under this Penal Code Section have been posted in both English and Spanish in an accessible and conspicuous place, visible from the female booking area. The Jailer is responsible for seeing that these notices are maintained in a clear, legible and accessible condition and location. If a female inmate desires to invoke the privilege of a pregnancy examination, she will be transported and confined at the Los

Angeles County Sheriff's Department, Women Jail (CRDF) where such examination will be conducted under medical supervision.

## **2. Post-Partum Psychosis Screening**

Any female inmate who has given birth within the past year and is charged with the murder or attempted murder of their infant will be taken to a mental health physician and screened for post-partum psychosis.

## **3. Female Hygiene Items**

At their request, all female prisoners are to be allowed to continue the use of materials for personal hygiene regarding their menstrual cycle. The Jailer shall maintain an adequate supply of feminine napkins in the jail facility at all times.

## **4. Birth Control Medication**

If a female inmate is not released from custody via citation and states that she takes birth control medication and desires to continue, the inmate will be transported to Los Angeles County Sheriff's Department, CRDF Women's Jail, where such medication will be provided under medical supervision

## **M. SUMMONING MEDICAL AID**

**Direct phone lines have been established with CARE Ambulance Company and local County Fire Department via the Communications Center. For all medical emergencies requiring these services, the Jailer should contact the Communications Center.**

**In the event required, the following emergency telephone numbers are listed:**

<b>FIRE - PARAMEDICS</b>	<b>323-262-2111</b>
<b>CARE AMBULANCE</b>	<b>714-484-8610</b>
<b>ST. FRANCIS HOSPITAL</b>	<b>310-900-8900</b>
<b>L.A. COUNTY/USC MEDICAL CENTER</b>	<b>323-409-4563</b>

## **N. ONGOING MEDICAL CARE**

The administration of medical services as required All cases requiring or receiving ongoing medical attention should be referred to the Watch Commander. The Watch Commander is required to make arrangements for the removal of the inmate from the jail facility or to supervise.

## **O. FIRST AID REQUIREMENT**

All jail personnel are required to be trained in an approved course of instruction in first aid, cardiopulmonary resuscitation, and fire and life safety in jails. First Aid Application

First aid shall be administered by jail personnel whenever in the determination of the involved jailer, such first aid is necessary prior to the arrival of paramedic and/or ambulance personnel. First aid is to be administered by jailers based on procedures taught in their in-service training under the auspices of the American Red Cross.

1. **Heart Attack**

Warning signs include:

- a) Severe squeezing pains in the chest.
- b) Pain that radiates from the chest into the left arm or neck.
- c) Sweating and weakness.
- d) Pain that extends across the shoulder to the back.

If a detainee is experiencing any of these symptoms, call the paramedics. Should the detainee stop breathing and you are unable to detect a heartbeat by taking the pulse at the wrist or at the carotid artery institute cardiopulmonary resuscitation until paramedics arrive.

2. **Unconsciousness**

- a) Have someone else call paramedics, give details.
- b) Listen for breath sounds - watch the chest and stomach for movement.
- c) If slight or no breathing, immediately begin rescue mouth-to-mouth breathing.
- d) C.P.R. is to be instituted until paramedics arrive.

3. **Orthopedics (Broken bones, Back Injury)**

- a) Do not move detainee.
- b) Call for ambulance/paramedics.
- c) If bleeding, apply slight pressure on site until medical assistance arrives.

4. **Bleeding**

- a) Apply direct pressure to site (using a clean towel or cloth) and have someone call for ambulance/paramedics assistance.
- b) If necessary, apply pressure to pressure points. Apply tourniquet only where direct pressure is not effective, and only if a life and death situation exists.

5. **Seizures (Severe Violent Shaking)**

- a) Have someone call for an ambulance.
- b) Do not try to restrain a person having a seizure.
- c) Move person only if necessary for safety

- d) Allow seizure to progress uninhibited. Do not place anything in the person's mouth.

**6. Acute Abdominal Distress (Severe Pain, Cramps)**

- a) Make person as comfortable as possible.
- b) Do not give anything by mouth.
- c) Immediately call for ambulance/paramedic assistance.

**7. Asthma (Severe Wheezing)**

If a person is wheezing and/or states he or she is an asthmatic and breathing is difficult and rapid.

- a) Reassure him/her that medical assistance is nearby.
- b) Call for ambulance/paramedic assistance or take to nearest emergency hospital.

**P. FIRST AID KIT**

**The first aid kit room is adjacent to the jail hallway. The jail supervisor is responsible for inspecting the contents of the kit at least once each month to ensure that an adequate amount of first aid supplies is available.**

**Q. JAIL SUICIDE**

Each year there are several hundred suicides that occur in jails and custodial facilities across the nation. The number of incidents has been increasing steadily every year. Police personnel can reduce the number of suicides and their potential by recognizing symptoms and circumstances that fit a "profile" of high risk inmates.

The National Center of Institutions and Alternatives conducted a study of Jail Suicides and offers the following profile of a jail suicide victim:

"Male, white, 22 years old, single. Arrested for public intoxication, under the influence at the time of incarceration. No significant history of prior arrests. The suicide most frequently occurred within the first three hours of incarceration."

The study revealed the following data to help identify high risk factors:

1. 75% of the suicide victims were under 32 years of age.
2. Highest incident of suicide is between 2100 - 0600 hours.

3. 96% of suicides are by hanging, the majority using their bedding and clothing to hang themselves.
4. Isolation of an inmate increases the chance of suicide.
5. The crisis period is within the first three days of arrest with the most critical period in the first three hours.
6. Juveniles have a suicide rate greater than the norm and are a significantly higher risk.

With the greatest percentage of jail suicides involving a person who is under the influence of alcohol, the study added, "The alcoholic state of the individual, and not the depression following withdrawal, contributes greatly to a suicide."

The severity of the offense does not necessarily increase the risk of suicide; however, suicide can be provoked by an inmate feeling particularly remorseful following the killing or maiming of a family member or acquaintance.

The recognition of a potentially suicidal inmate can come from many sources. The "profile" factor plus information developed by arresting officers or family members such as prior mental history, suicide attempts, despondency, etc., can help in the ultimate prevention of a jail suicide.

Precautionary measures to prevent suicide, such as removal of belts, shoe laces, and hazardous objects and bedding are standard procedures. When processing an inmate whom the officer feels may be potentially suicidal, the officer must notify a supervisor of his/her observations. Arrangements for alternate locations of detention should be made and constant visual supervision maintained until transfer. .

The ability to reduce jail suicides and their potential rests with the coordinated efforts of the arresting officer, jailer, and supervisors. Their awareness, recognition, and humane consideration for an inmate may prevent a tragic death.

## **R. RECOMMENDATIONS FOR JAILERS IN THE PREVENTION OF JAIL SUICIDES**

1. Upon admitting inmates into the facility, be particularly alert for those who fall within the victim's profile described before. Such inmates should be diverted from the jail to alternative services.

### **OTHER PERSONS AT RISK:**

- a) Prominent persons arrested for embarrassing crimes.
- b) Persons held for alcohol or drug related charges.
- c) All juveniles held in adult facilities.
- d) All females held in local jails.

- e) Persons with a history of self-destructive acts or states he/she wants to kill self.
- f) Persons who appear very depressed (sad, crying, withdrawn).
- g) EVERYBODY

If you suspect a person of contemplating suicide, ask them if they are considering KILLING THEMSELVES.

2. Attention should be focused on the inmate during his/her initial period of incarceration, particularly during the FIRST THREE HOURS.
3. The use of isolation enhances the chance of a suicide, and it should, therefore, be avoided if at all possible. Inmates exhibiting suicidal behavior should be placed in the general population of the jail and/or kept under 24-hour "eye contact" supervision.
4. The state of intoxication of a person upon incarceration greatly increases the likelihood of a suicide.
5. Environmental precautions used to prevent suicides, e.g., bar-less windows and doors and television monitors, should be considered as an adjunct to suicide prevention and in no way a substitute for much needed human interaction.

Many times, the jailer's verbal interaction and availability will be enough to get an inmate over the initial crisis of incarceration. Detention environments that eliminate or restrict visual and verbal stimulation to their inmates, as well as the normal sounds of human activities have set up a situation conducive to self destructive acts.

## **S. SUICIDE PREVENTION**

### **Important Facts**

Any indications that an inmate lacks the ability to cope with incarceration and indicates a risk of suicide.

If this indicated the Watch Commander will be immediately notified. The suicide intervention kit will be maintained readily available to jailers and consist of:

- (1) Towel
- (1) Snip cutter,
- (1) Pocket mask,
- (4) Pair of latex gloves.

The kit is stored in the booking area and available to staff.

## **T. INMATE OR MINOR DEATHS**

1. In the event that an officer/employee discovers that an inmate or minor has or appears to have died while in custody, they will immediately summon assistance and begin

life-saving measures such as first aid and CPR. If the person is hanging, the inmate will be "cut down" and first aid measures administered. Other personnel shall:

- a) Summon paramedic and ambulance response.
  - b) Notify the Watch Commander, who will be responsible for notifying the Chief of Police, an investigator from this department, and when applicable, the Los Angeles County Coroner's Office.
  - c) Officers will prepare police report, as directed.
  - d) Notification of the juvenile court and the parent, guardian or person standing in loco parentis, in the event of a serious illness, injury or death.
2. In all inmate or minor deaths, a designated officer will complete an Incident Report noting action taken and other facts (see Article 4 )
  3. The Detective Bureau will be responsible for conferring with the Coroner's office to determine the cause of death. Los Angeles County Sheriff's Department Homicide Bureau will be requested immediately if foul play is indicated.
  4. Per California Government Code 12524 the Chief of Police will report in writing to the California Attorney General within 10 days after the death all facts in their possession concerning the death. The written reports will include incident reports, corners reports, death certificates, and other reports relating to the death. The Bureau of Criminal Statistics (B.C.S.) is responsible for maintaining the Death in Custody Reports submitted to the Attorney General.
  5. Death in custody reports will be submitted to:  
  
Bureau of Criminal Statistics Statistical Data Center, P.O. Box 903427, Sacramento, CA 94203-1170.
  6. The Facility Administrator shall provide to the Corrections Standards Authority a copy of the report submitted to the Attorney General under Government Code 12525. This report shall be submitted within 10 calendar days after the death. (See Article 8, Section D, 4)
  7. The Facility Administrator shall complete a medical and operational review of the minor's death. The review team shall include the Facility Administrator and/or the facility manager, health care personnel and supervisory staff who are relevant to the incident.

#### **U. VERMIN CONTROL**

1. Any vermin infested inmates or minors being booked into this facility will be brought to the immediate attention of the Watch Commander. Such inmates will be taken to a Los Angeles County Jail Facility or Juvenile Hall. Under no circumstances will a vermin infested inmate or minor be placed in a cell with other inmates or minors.

## 2. General Vermin Information

- a) It is not unusual for an officer to observe what appears to be lice infestation of an inmate during processing or subsequent to placement in a cell. The most common observation will involve adult lice and/or nits (eggs) on the scalp or other hairy portion of the body. Lice can also be found on the clothing, particularly along the seams of inner surfaces.
- b) The three types of lice most commonly found in detention environments are the head louse, the body louse, and the crab (pubic) louse. The crab louse may be observed in the pubic area and, in some cases, the eyebrows or eyelashes. It is also possible for some forms of mites to be present on inmates, including scabies. Lice do not jump, but transfer by direct contact with the person, clothing or other personal belongings.
- c) Should the facility and/or equipment be contaminated by an inmate, the contaminated cell(s) will be posted with a "contaminated" sign. The contaminated cell(s) or area(s) will be brought to the attention of the custodian. The cell(s) or area(s) will not be used until after being thoroughly cleaned by the custodian.
- d) The custodian may treat the infested area(s) and equipment with a non-toxic pesticide, such as Pyrethrum. After treatment, all area(s) and equipment should be thoroughly cleaned. If vermin infestation is heavy, the services of a licensed pest control contractor may be utilized.
- e) Any articles such as sheets, blankets and mattresses that the inmate(s) came in contact with should be sealed in the plastic bags. Other items in the cell(s) such as toilet paper, magazines, etc. should be sealed in a plastic bag, and disposed of in the outside dumpster.
- f) Should an employee become infested with lice, there are two over the counter pediculicides available at most pharmacies. The shampoos are "Pyrinate A 200" and "R.I.D."
- g) If the officer's clothing becomes infested with lice, the clothes should be dry cleaned or washed in detergent and water at a temperature of 140 degrees. Commercial products such as "Silox" and "Dri Code" are available at hardware stores to delouse clothing.
- h) If the officer's clothing becomes infested with lice, the clothes should be dry cleaned or washed in detergent and water at a temperature of 140 degrees. Commercial products such as "Silox" and "Dri Code" are available at hardware stores to delouse clothing.

## **Article 9: Minimum Standards for Minors in Temporary Custody**

### **A. Definitions**

1. Under T-15, Subchapter 5, 1302gg, this Jail is a Law Enforcement Facility (LEF) that may detain a juvenile (minor) in temporary custody for a period of six hours (207.1 WIC)
2. A minor means a person under 18 years of age.
3. Non-secure detention means that a minor's freedom of movement in a T1 is controlled by the staff and:
  - a) The minor is under constant personal visual supervision.
  - b) The minor is not locked in a room or enclosure.
  - c) The minor is not physically secured to a cuffing rail or other stationary object.
4. Secure detention means that a minor is in temporary custody in the jail and locked in a room or enclosure and/or is physically secured to a cuffing rail or other stationary object.
5. Temporary custody means that the minor is not at liberty to leave the facility.
6. Unless otherwise specified in statute or in this article, minors lawfully held in our jail shall be subject to the regulations and statutes governing our facility found in Title 15, Division 1, Chapter 1, Subchapter 4 and Title 24, Part 1, Section 13-102 and Part 2, Section 407A, California Code Regulations.

### **B. Minors Arrested for Law Violations**

1. Any minor taken into temporary custody by our department, on the basis that they are a person described by 602 of the Welfare and Institutions Code, may be held in secure detention or non-secure custody provided that the standards set forth in this article are met.
2. A minor under 14 years of age may be held in non-secured temporary custody for a limited period of time to aid in the investigation, release to a parent or guardian, or awaiting transportation to the Los Angeles Juvenile Hall.

### **C. Death of a Minor while Detained in the Facility**

1. The Facility Administrator shall provide to the Corrections Standards Authority a copy of the report submitted to the Attorney General under Government Code 12525. This report shall be submitted within 10 calendar days after the death. (See Article 8)

2. The Facility Administrator shall complete a medical and operational review of the minor's death. The review team shall include the Facility Administrator and/or the facility manager, health care personnel and supervisory staff who are relevant to the incident.

#### **D. Care of Minors in Temporary Custody**

1. The following shall be made available to all minors held in jail:
  - a) Access to toilets and washing facilities.
  - b) One snack upon request if the minor has not eaten within the past four hours or is otherwise in need of nourishment.
  - c) Access to drinking water.
  - d) Privacy during visits with family, guardian or their lawyer.
2. A minor placed in a locked room shall be:
  - a) Provided a blankets and clothing as necessary to assure the comfort of the minor.
  - b) Permitted to retain and wear their personal clothing, unless the clothing is inadequate, presents a health or safety problem, or is required to be utilized as evidence of an offense.

#### **E. Secure Detention**

1. A minor may be held in secure detention under the following conditions:
  - a) Minor described under 602 WIC and is 14 years of age or older.
  - b) Minor presents a serious security risk or harm to self or others.
2. Determination of minor presenting a Security Risk:
  - a) Age, maturity and delinquent history.
  - b) Severity of offense.
  - c) Minors behavior, including the degree to which the minor appears to be cooperative or non-cooperative.
  - d) Availability of staff to provide adequate supervision or protection.
  - e) Age, type and number of other individuals who are detained in the facility.
3. While in secure detention, minor may be locked in a room or other secure enclosures, secured to a cuffing railing or otherwise reasonable restrained as necessary to prevent escape and protect the minor and others from harm.

#### **F. Contact Between Adult Inmates and Minors**

1. No verbal, non-verbal, or visual communication
2. In situations where brief or accidental contact may occur, such as booking, or facility movement, facility staff or police officer (trained in the supervision of inmates) shall maintain a constant, side-by-side presence with the minor or the adult to prevent sustained contact.

**G. Supervision of Minors Held in a Locked Room or Enclosure**

1. Shall have constant auditory access by staff.
2. Shall have unscheduled personal visual supervision by staff, no less than every thirty minutes, which shall be documented.
3. Male and female minors shall not be placed in the same locked room or enclosure unless under direct visual supervision of staff.

**H. Supervision of Minors in Secure Detention Outside of a Locked Room or Enclosure**

1. Minors shall not be secured to a stationary object for more than 60 minutes unless no other locked room or enclosure is available.
2. A staff person shall be present at all times to assure the minor's safety.
3. Securing a minor to a stationary object for longer than 60 minutes and every 30 minutes thereafter shall be approved by the Watch Commander.
4. The reason for continued secure detention to the stationary object shall be documented.
5. Minors who are secured to a stationary object shall be moved to a locked enclosure or room at such time it becomes available.
6. The use of restraint devices as described in T15 1058 are not used by this department. Any inmate requiring such restraining devices shall be transported immediately to a Los Angeles County Jail Facility.

**I. Criteria for Non-Secure Custody**

1. Time needed for case investigation may be extended in the field by merely detaining the juvenile at the scene prior to arrest. The six-hour detention limitation begins when an arrest time has been generated.

2. Facilitate release to parent or guardian by arresting officer contacting the parents or guardian(s) directly. The arresting officer may require the Jailer to contact the above if the arresting officer notifies the Jailer after the juvenile is booked and no later than one hour before the end of the six-hour detention limit.
3. The arresting officer will arrange transportation to an appropriate juvenile facility or may require the Jailer to do so after the juvenile is booked and no later than one hour before the end of the six-hour detention limit.

**J. Supervision of Minors in Non-Secure Custody**

1. Constant personal visual supervision by staff.
2. Monitoring a minor using audio, video, or other electronic devices shall never replace visual supervision.

**K. Intoxication and Substance Abusing Minors**

1. The Watch Commander shall determine if a medical clearance shall be obtained prior to booking any minor known to have ingested or who appears to be under the influence of one or more intoxicating substances short of an immediate 911 response by the Jailer.
2. A minor who has received Watch Commander approval to be temporarily detained in the unsecured detention juvenile holding cell or secure detention booking cell shall be under personal observation no less than once every 15 minutes until the resolution of the intoxicated state. Documentation shall be made of these observations with actual time of occurrence noted.
3. When the safety of the minor and the community is assured the minor will be released to his parents or guardian as soon as possible.
4. Any minor who fails to meet the above conditions will be transported by ambulance or patrol car to the Los Angeles County Juvenile Hall without delay.

**L. Suicide Risk and Prevention** – (See Article 8, page 40 - 42)

**M. Use of Restraints** – (See Article 5, Section M – page 28)

**N. Emergency Medical Assistance and Services** - (See Article 8 )

**O. Use of Discipline (Prohibited)** – (See Article 7)

## **Article 10: Inmate Clothing, Personal Hygiene and Bedding**

### **A. Inmate Clothing**

1. If an inmate is returned to our facility after arraignment, the following will be issued to that inmate:
  - a) Clean socks or footwear.
  - b) Clean outer garments.
  - c) Clean undergarments.
    - 1) For males: shorts and undershirts.
2. The clothing shall be reasonably fitted, durable, easily laundered and repaired.
3. As a minimum outer garments, except footwear, will be exchanged at least once each week. Undergarments will be exchanged twice a week.
4. The Jail Manager shall insure there will be a quantity of clothing, bedding and linen available for actual and replacement need of the inmate population.

### **B. Personal Hygiene**

1. Upon assignment to a housing unit an inmate will be allowed as a minimum to shower at least once a day.
2. Inmates, except those who may not shave for reasons of identification in court, will be allowed to shave daily.
3. Each female inmate shall be issued sanitary napkins as needed. (Females are not held over 6 hours)
4. Each inmate to be held over 24 hours who is unable to supply themselves because indigence, or the absence of a canteen, will be issued:
  - a) Tooth brush
  - b) Dentifrice
  - c) Soap
  - d) Comb
  - e) Shaving implements (*Safety razors are available upon request to all inmates. If requested the safety razor will be issued and used in the presence of jail staff and immediately collected from the inmate. Inmates will not be allowed to possess a safety razor unless supervised by jail staff due to safety concerns*)
5. Inmate workers may receive hair services once a month. Jail Manager will provide hair services at the local barber shop in Bell.

**C. Bedding and Linens**

1. The following bedding and Linens will be issued to each inmate who is expected to remain overnight:
  - a) One serviceable mattress
  - b) One mattress cover or sheet
  - c) One towel
  - d) One clean blanket
2. All bedding and linen will be laundered after each use.
3. All mattresses shall comply with standards set forth by the State Fire Marshal and the Bureau of Home Furnishings for penal mattresses.

## **Article 11: Facility Sanitation, Maintenance and Safety**

### **A. Policy**

#### **1. SANITATION**

It shall be the policy of the Bell Police Department Jail to maintain the jail in an acceptable level of cleanliness, repair and safety throughout the facility. This section is designed to provide for a regular schedule of housekeeping tasks and inspections to identify and correct unsanitary conditions or work practice which may be found.

#### **2. JAIL INSPECTION SCHEDULE**

Jailers will inspect each and every unoccupied cell. Any deficiencies in cleanliness, repair and safety shall be noted on the Jail log, and a "Request for Station Repair" shall be promptly submitted via email to the Jail Administrator for appropriate action.

Upon the release of an inmate the Jailer shall carefully inspect the vacated cell for cleanliness, repair and safety. If in the vent that there is damage to a cell is noted it must be noted on the jail log, the Jail Administrator must be notified and a report of the damage must be prepared and submitted to the Watch Commander for inclusion in the inmates arrest package.

The Watch Commander or Jail Administrator shall randomly inspect each unoccupied cell at least once each week. Any deficiencies in cleanliness repair and safety shall be reported to the Public Works Department through a "work order" from prompt attention.

#### **3. JAIL MAINTENANCE SCHEDULE**

The City of Public Works Department shall be responsible for the following housekeeping tasks:

##### **Daily:**

1. Emptying of all trash in cells and trash throughout the Jail
2. Cleaning of all counter tops
3. Sweeping of all floors in empty cells
4. Clean toilets and sinks in empty cells
5. Spray Lysol and insecticides

##### **Weekly**

1. Cleaning of booking cells windows, bars, and ceiling ventilation grates
2. Dust empty cells
3. Clean and scrub floors
4. Cleaning of kitchen area including stove

##### **As needed:**

1. Replace defective mattresses
2. Paint floors and cell bars

3. Replace lighting
4. Repair broken equipment, fixtures and plumbing problems

#### **4. TRASH**

All trash including discarded food shall be picked up by the Jailer after each meal and discarded in the trash receptacle located in the Jailers area. The trash receptacle will be emptied daily by the custodial staff. Once a week the trash will be picked up by the city consolidated disposal services and transported to their processing center.

#### **B. Personal Protective Equipment**

1. Emergency response personnel often work in unpredictable and uncontrolled situations. To minimize the risk of exposure, safe work practices and appropriate protective Equipment must be used. Personal protective equipment includes protective equipment for the eyes, face, head, and extremities. The appropriate time and manner for using this equipment are described below.

The Bell Police Department will provide, and should use, personal protective equipment to reduce the personal exposure to infected blood and body fluids.

Jailers must ensure that any personal cuts, abrasions, wounds, etc., are always properly dressed for their own protection and the subject they encounter. Dressings are considered art of proper use of personal protective equipment.

2. **GLOVES:**

Gloves should be donned by all personnel before initiating any task in which a possible Exposure to infected material may occur. Gloves must be of appropriate latex material, of appropriate quality for the procedures done, and of appropriate size for each person. Gloves should be changed after contact with each subject. Employees should replace a torn glove as soon as possible.

3. **MASK/EYE PROTECTION:**

Masks or masks in combination with eye protection devices should be worn whenever splashes, spray, or droplets of blood or other potentially infectious materials may be generated and eye or mouth contamination can be reasonably anticipated. Glasses with solid side shield would be considered appropriate eye protection.

4. **PROTECTIVE CLOTHING:**

Appropriate protective clothing such as, but not limited to, disposable pants and shirts, should be worn in situations where the exposure to possible contaminated fluids is anticipated. This includes cleaning of equipment to remove infectious materials from equipment and floors. If the equipment has been grossly contaminated with blood/body it must also be disinfected.

#### **5. LOCATION OF PERSONAL PROTECTIVE EQUIPMENT**

Personal protective equipment is located in the Bell City Jail first aid storage cabinets. Each packet contains all necessary equipment to remove infectious materials from equipment and or floors.

### **C. Cleaning and Disinfection of Equipment**

1. Cleaning is the physical removal of dirt and debris. Personnel should use soap and water, combined with scrubbing action. This scrubbing action is the key for rendering all items safe to use. Cleaning is generally sufficient for most equipment and floors. If the equipment has been grossly contaminated with blood/body fluids, it must also be disinfected. (hazardous team is contracted)
2. **DISINFECTION:**
  - a) Disinfecting is reducing the number of disease producing organisms by physical or chemical means.
  - b) Personnel should clean the item with soap, water, and then apply a disinfecting solution. A solution such as bleach and water at 1:10 dilution ratio is an acceptable disinfectant for most non-porous material.
  - c) A fresh disinfectant solution must be made at each use. Do not use bleach solution in the cleaning of clothing or electric equipment.
  - d) Remember disinfectants can be toxic or caustic. Disinfecting solutions should have an EPA Registry number and show that they are effective against micro-bacterial tuberculosis.

Routine disposal of germicidal cleaning solutions in the drainage system is acceptable.

### **3. CLEANING/DISINFECTING AREAS:**

- a) Used equipment that was contaminated during an emergency incident should be bagged and transported to the Fire Department for disposal.
- b) Containers designed for the contaminated equipment must have the biohazard symbol

### **D. Toxic Chemicals:**

**Toxic (cleaning/disinfectant) chemicals will be used by trained custodial personnel for use in the jail. The chemicals will be stored in the custodial closet while not in use. A copy of the product safety data sheet for all chemicals will be maintained in the jail.**

### **Body Fluids/Waste Clean Up:**

**Cleaning of bodily fluids or waste (blood, urine, vomit, semen and/or feces) in the jail will be completed by trained custodial personnel. However, if an area is heavily soiled a certified biohazard company (Emergency Response (866)305-9001) will be contracted to clean and sanitize the area.**

**Biohazard:**

**Contaminated items, such as jail blankets, will be placed in a red plastic "Biohazard" bag and sealed. The Jailer will contact the Emergency Response (866) 305-9001 for direction on disposal.**

**E. CLEANING AND SANITIZING HANDCUFFS**

From time-to-time handcuffs may become contaminated with blood or other bodily fluids. Lightly soiled equipment (visible traces blood on metal surfaces for example), should be cleaned by the officer in the following way:

1. Wear disposable gloves
2. Clean all traces of bodily fluid with disinfectant wipe
3. Dispose of used wipe and gloves in bio-hazard container/receptacle
4. If there are traces of bodily fluids in the locking mechanism or other places that cannot be reached by the wipe you may choose to try soaking the handcuffs in a bleach bath as follows:
  - a) Mix 1 part bleach to 10 parts water. Soak the cuffs for 10 minutes. The bleach may cause the nickel finish to cloud or tarnish. Do not use this method for Black Oxide or Pentrate finishes or High Security Restraints.
  - b) Do not place cuffs in boiling water. This may effectively disinfectant the restraint but can cause heavy rusting.
  - c) After using appropriate disinfecting techniques it is very important to thoroughly clean and dry the handcuffs. The single strand pivot area and the internal lock parts are most important. Use a hair dryer if necessary to force moisture out of the lock cavity. Avoid temperatures above 300° Fahrenheit. If the internal parts are not thoroughly dry, rusting and corrosion will become a problem leading to improper or poorly functioning restraints.

**F. CLEANING AND SANITIZING WORK STATION**

**1. PURPOSE:**

The purpose of this policy is to promote good hygiene and to encourage conduct that will help stop the spread of germs at work. This policy is in effect at all times and applies to all employees.

**2. HOW GERMS SPREAD:**

Illnesses such as the flu (influenza) and colds are caused by viruses that infect the nose, throat and lungs. The flu and colds usually spread from person to person when an infected person coughs or sneezes.

### 3. HOW TO HELP STOP THE SPREAD OF GERMS:

- a) Cover your mouth and nose when you sneeze or cough. Whenever possible, cough or sneeze into a tissue and then throw it away. Cover your cough or sneeze with your hands if you do not have a tissue. Then, clean your hands and do so every time you cough or sneeze.
- b) Clean your hands often. When available, wash your hands with soap and warm water, then rub your hands vigorously together and scrub all skin surfaces. Wash for 15 to 20 seconds. It is the soap combined with the scrubbing action that helps dislodge and remove germs. When soap and water are not available, alcohol-based disposable hand wipes or gel sanitizers may be used. If using a gel, rub the gel in your hands until they are dry. The gel doesn't need water to work; the alcohol in the gel kills germs that cause colds and the flu.
- c) Clean workstations. Each employee is expected to clean the work surfaces with disinfectant wipes at the beginning of each watch. The following items are to be disinfected daily:
  1. Wipe down all of the surfaces you might touch such as,
  2. Telephones,
  3. Computer Keyboards and mouse,
  4. Jail Keys
  5. Hand held radios
  6. Chairs Surfaces, Door Knobs, Desk handles

## **Article 12: Food Service Plan**

### **A. Planning Menus**

#### **Weekly Menus**

The weekly menu shall be provided by the LASD (Los Angeles Sheriff's Department) Food Services in accordance with Title 15, Article 12 Food, State Code of Regulation defines the minimum diet standard for local adult detention facilities.

Each inmate shall be provided a wholesome, nutritionally balanced diet. Nutrition levels shall meet the Recommended Dietary Allowances and Dietary Reference Intakes as established by the Food and Nutrition Board of the Institute of Medicine, National Academy of Science.

Inmates shall be provided three meals each day, one of which shall be served hot. Variations to the two hot meals per day requirement may be allowed to accommodate religious observances, religious meal programs, and institution emergencies. The breakfast meal shall be served not more than 14 hours following the previous day's evening meal.

Menus in the Bell Police Department Jail shall be planned at least one month in advance of their use. Menus shall be planned to provide a variety of foods, thus preventing repetitive meals. Menus shall be approved by a registered dietitian from LASD Food Services prior to being used. If any meal served varies from the planned menus, the change shall be noted in writing on the menu and or production sheet. Review of the meal plan including changes shall be evaluated by a registered dietitian at least annually.

Attached are the weekly menu, nutritional summary, nutrient analysis, and menu report to follow this section.

### **B. Purchasing and Receipt**

#### **1. Purchasing Food**

In accordance with Title 15 and the California Retail Food Code (Cal Code) all foods shall be obtained from sources that comply with all applicable laws. The following vendor shall be used:

Los Angeles Sheriffs Department Food Services Unit  
Central Kitchen CRDF

**Contacts:**

Benson Li, Manager (213) 893-5866 or (213) 247-4667  
Tim Perkins, Lieutenant (213) 893-5009  
Ralph Serrano, Head Cook (323) 568-4571

Attached is the "Meal Order Form" which must be sent by fax to (323) 568-4713

**2. Receipt of food**

Food shall be inspected as soon as practical upon receipt to any use or storage by the on duty Jailer. Food shall be accepted only if the inspection conducted upon receipt determines that the food satisfies the following:

- a) Food was prepared by the approved sources
- b) It was received in a wholesome condition
- c) It was received in packages that are in good condition and that protect the integrity of the contents so that the food is not exposed to adulteration or potential contaminants.
- d) Food is in containers and on pallets that are not infested with vermin or contaminated.

**3. Recall of Food Products**

From time to time products may be contaminated with bacteria or other harmful substances. The following shall apply to the recall of such foods:

Los Angeles County Sheriff's Department (LASD) subscribed to the USDA/FDA recall notices. Once there is a food product on the recall list, LASD will receive a notice. LASD will check the list against their inventory. They have made up the proportion trays with cook chill items that they have cooked to 180 degrees above following the HACCP plan. The products are chilled to below 41 degrees and stored in a deep chill cooler for product safety. LASD food buyers will verify with our vendors if there is a known recall to ensure food safety for all parties. If an item in their ingredient is under recall, all prepared items will not be used and they will notify the health department immediately.

It is the policy of LASD to maintain a sample of each cook and chill product. LASD will send the sample for product testing if there is any doubt about the food safety of that product. If LASD received any of the recalled products, that product will be wrapped and put aside in a designated area to be returned to the vendor.

If LASD has distributed the items to the City and Sheriff's Jails that have been recalled, LASD will notify concerned parties immediately. The jails will also be instructed to take appropriate actions to the recalled products.

During massive recalled by USDA or FDA, LASD will verify with the vendor insuring the existing inventory is not on the recall list. The Health Department and all jails will be notified of such results that their product is involved in the active recall.

Any questions about the products that Los Angeles Sheriff's Department produced or distributed please direct questions to:

Benson Li, Manager  
Los Angeles Sheriff's Food Service Unit  
(213) 893-5109 or e-mail BPLi@lasd.org

### **C. Storage and Inventory Control**

#### **1. Storage**

In accordance with Title 15 and the California Retail Food Code (Cal Code) all foods shall be stored in a manner that prevents contamination. Food must be stored at least six inches above the floor and away from sources of contamination. Ready to eat food must be stored away from or above raw foods, such as uncooked meat, poultry or pork. Unpackaged food, which has been previously served, shall not be served to another person.

In accordance with Health and Safety Code, 113996 (a) Except during preparation, cooking, cooling, transportation to or from a retail food facility for a period of less than 30 minutes, or when time is used as the public health control as specified under Section 114000, or as otherwise provided in this section, potentially hazardous food shall be maintained at or above 135°F, or at or below 41°F.

Maintaining proper holding temperatures are one of the most important factors preventing food borne illness. Proper holding for potentially hazardous foods are as follows:

- a) Hot foods shall be kept at 135 degrees Fahrenheit or above.
- b) Cold foods shall be refrigerated at 41 degrees Fahrenheit or below
- c) Frozen foods shall be kept at 0 degrees Fahrenheit or below.

The on duty Jailer shall check the refrigeration and freezer units and record the temperatures on a daily and shift basis. These records will be kept by the Police Jail and Facilities Coordinator in agreement with the department retention schedule.

#### **2. Inventory Control**

Fresh food inventory shall be kept for no more than one week and replaced every Tuesday with a fresh deliver. Frozen food shall be kept for no more than two weeks and be replaced with fresh frozen meals on a Tuesday delivery.

#### **D. Food Preparation**

##### **1. Food Preparation**

In accordance with Title 15, California Retail Food Code (Cal Code) and the Health and Safety Codes, §113818, all foods shall be prepared as follows:

- a) "Limited food preparation" means food preparation that is restricted to one or more of the following:
  - 1) Heating, frying, baking, roasting, popping, shaving of ice, blending, steaming or boiling of hot dogs, or assembly of non-prepackaged food.
  - 2) Dispensing and portioning of non-potentially hazardous food.
  - 3) Holding, portioning, and dispensing of any foods that are prepared for satellite food service by the onsite permanent food facility or prepackaged by another approved source.
  - 4) Slicing and chopping of food on a heated cooking surface during the cooking process.
  - 5) Cooking and seasoning to order
  
- b) "Limited food preparation" does not include any of the following: slicing and chopping unless it is on the heated cooking surface, thawing, cooling of cooked potentially hazardous food, grinding raw ingredients or potentially hazardous food, reheating for hot holding, washing of foods, and cooking of potentially hazardous foods for later use.

Cooking times - Health and Safety Codes, §114004, 114008, 114093, all foods shall be prepared as follows:

Proper cooking of potentially hazardous foods at correct temperatures is essential to kill bacteria, viruses and parasites, as well deactivate some bacterial toxins. The following are the minimum internal cooking temperatures:

1. Poultry, stuffed meats, pasta stuffed with meat leftovers: 165°
2. Ground meats, including ground beef (non-poultry): 155° F.
3. Eggs, pork and most other potentially hazardous foods: 145°F.

Foods cooked in a microwave oven must be stirred or rotated often during cooking and need to be covered and heated throughout to a minimum temperature of 165° F. Never cook or reheat using hot holding equipment and never add raw food to food that has already been cooked.

#### **E. Food Serving and Service**

**1. Meal Service & Food Handling Procedures (1230 MJS and Section 27605 California Uniform Retail Food Facilities)**

At the Bell Police Department Jail, inmates shall not prepare or serve meals. All food handlers shall maintain a high standard of personal hygiene. Food handlers serving or handling food or eating utensils for inmates must comply with all applicable laws and regulations pertaining to food service. The following procedures govern food service to inmates at the Bell City Jail:

**2. Personal Cleanliness**

In accordance with Title 15, California Retail Food Code (Cal Code) and the Health and Safety Codes, §113953.3, 113967, 113973 - 76 all foods shall be served as follows:

Employees must conduct themselves in such a manner that they do not contribute to the contamination of any food. No employee shall commit any act that may cause the contamination or adulteration of food, food-contact surfaces or utensils. Employees serving food shall thoroughly wash their hands and that portion, if any, of their arms exposed to direct food contact with cleanser and warm water by vigorously rubbing together the surfaces of their lathered hands and arms for at least 10 to 15 seconds and thoroughly rinse them. Employees shall wash their hands in all of the following instances:

- a) Immediately before engaging in food preparation including working with prepackaged foods.
- b) After touching bare human body parts other than clean hands and clean exposed portion of arms
- c) After using the toilet room
- d) After coughing or sneezing using a handkerchief or disposable tissue, using tobacco, eating or drinking.
- e) Before donning gloves for working with food and after engaging in other activities that contaminate the hands.

**3. Health & Sanitation**

- a) Employees must wear clean clothing and uniforms at all times. All employees shall thoroughly wash their hands and arms by vigorously rubbing them with cleanser and warm water, paying particular attention to areas between the fingers and around and under the nails, rinsing with clean water. Employees must wash their hands before handling or serving inmate meals, immediately after using toilet facilities, and at other times as necessary to prevent contamination of food or utensils. Since the plastic cover is not removed from the food, hair restraints are not required for food handlers.
- b) The Bell Police Department building and jail are “no smoking” facilities. In addition, no tobacco products in any form are allowed in any area where food is prepared, served or stored or utensils are cleaned or stored.

- c) All personnel assigned to jail responsibility shall have been medically cleared before their assignment. This is accomplished through the medical clearance process of initial hiring.

#### **4. Food Inspection**

- a) Employees serving food to inmates shall visually inspect the food prior to service to verify the meal complies with the approved Bell Police Department menu.
- b) Employees serving food to inmates shall verify that the meal is being served according to manufacturer's cooking instructions.
- c) Any food that appears contaminated or where the employee believes the meal is not in compliance with the approved menu must be discarded. The Watch Commander shall be notified of such action.
- d) Employees shall check the temperature daily on the refrigerator and freezer. Employees shall complete the daily log sheet located in the kitchen by indicating on the log sheet the date, temperature, initials of the Jailer and any comments pertaining to the check. The Watch Commander or Jai Supervisor shall be notified immediately of any inconsistencies in the temperature of either the refrigerator or freezer.
- e) Prisoner meals shall be served immediately

#### **5. Frequency of Food Service**

- a) Frequency of Meals - Meals shall be served three times in any 24-hour period. At least one of these meals shall include hot food. If more than 14 hours pass between these meals, supplemental food must be served. Designated meal hours: 6:00 AM, 12:00 Noon, 6:00 PM. (1240 MJS).
- b) Minimum Diet - All menus are developed by the LASD Food Services Unit Manager and evaluated annually by the Los Angeles County Department of Health Services and meet or exceed the nutritional requirements described as required by Title 15. Pregnant inmates and Juveniles will be given two milks during meal time.
- c) Food Removal - Plates, utensils and unconsumed food shall be collected no sooner than 30 minutes, and no later than 60 minutes after it is served. The jailer/officer removing the meal must verify that the plastic eating utensils have been returned and not retained by the inmate. At the discretion of the jailer/officer, the inmate may be allowed to retain one Styrofoam or paper cup for drinking water. Any leftover food shall be removed from the jail area and discarded in the appropriate trash receptacles.
- d) Food Services Plan - The Food Services Plan shall be found and or posted in the Watch Commander's Office, the Jail, the Police Jail, Fleet and Facilities

Coordinator's Office, and in the kitchen, and is available to jailers and/or other personnel serving food at all times.

**F. Emergency Feeding Plan**

In the event there is an emergency that would prevent food delivery/serves of food by LASD Food Service Unit, food can be purchased from one of the following locations using the corporate credit card accounts, or petty cash:

Food 4 less  
4400 Slauson Ave.  
Maywood CA 90270  
Phone : (323)773-2214

**G. Food Budget**

On yearly basis the administrative staff will include projected food cost in the yearly Police Department operation budget. The Jail Manager will make recommendations for this projection. The Account Manager shall keep account of money spent on food and food related items on a monthly basis.

## **Article 13: DNA Sample Policy**

### **A. Purpose and Scope**

The purpose of this policy is to provide guidelines for the collection of DNA evidence from those individuals required to provide such samples under the DNA Fingerprint, Unsolved Crime and Innocence Protection Act, and the State of California DNA Data Bank Program. (Penal Code 295, et seq.).

### **B. Persons Subject to DNA Collection**

While the courts may order DNA samples taken in a variety of circumstances under the Act, members of this Department are only authorized to obtain DNA samples from the following individuals absent other lawful means (e.g. consent or a search warrant).

Only those qualifying individuals whose DNA sample is not currently on file with DOJ may be required to provide samples. Verification of DNA samples on file may be determined by a DNA collection “flag” on the individual’s criminal history record or, during the regular business hours, by calling DOJ at (510)620-3300 and pressing “1-1” in the automated system. (Penal Code 298(b)(5)).

### **C. Arrestees**

Immediately following arrest, or during the booking process, or as soon as administratively practical after arrest (but in any case prior to release on bail or other physical release from custody), any adult arrested or charged with any of the following felony offenses are required to provide DNA samples. (Penal Code 296.1(a)(1)(A)):

1. Any felony offense or attempt to commit any felony offense specified in Penal Code 290 or felony offense which requires registration under 290. (Penal Code 296(a)(2)(A)).
2. Murder, voluntary manslaughter or the attempt to commit either offense. (Penal Code 296(a)(2)(B)).

### **D. Sex and Arson Registrants**

Any adult or juvenile who is required to register as a sex offender under Penal Code 290 or arsonist under Penal Code 457.1, including those whose registration resulted from a qualifying misdemeanor crime is required to submit a DNA sample. (Penal Code 296(a)(3)).

At the time that any such registrant registers, updates registration, or is notified by DOJ or other law enforcement officer, an appointment shall be made designating the

time and place for collection of DNA samples if no such sample has already been provided. (Penal Code 296.2(c)).

#### **E. Procedure**

Upon a determination that any individual is qualified and required to provide DNA samples under the Act, the jail officer or other employee designated by a supervisor shall obtain DNA samples in accordance with this policy.

#### **F. Blood Samples**

The withdrawal of blood may only be performed in a medically approved manner by health care providers and qualified personnel to draw blood. Blood samples obtained for submission to the DOJ DNA lab shall be placed in DOJ blood vials. (Penal Code 298(a) and (b)(2)). A right thumbprint shall be placed on the sample vial along with other required identifying information

#### **G. Buccal Swabs**

Buccal swab samples (taken from the inside of the mouth) may only be procured by employees who have successfully completed departmentally approved training in the collection of buccal swabs and the use of the DOJ buccal swab collectors. (Penal Code 298(a) and (b)(3)). Instructions for collection of DNA buccal swabs are enclosed in the sample kit and shall be followed.

**(NOTE: If any individual violently resists or presents other officer safety issues, employees may omit buccal swabs samples upon approval of supervisor.)**

#### **H. Full Palm Prints**

Full palm print impressions shall be obtained on authorized DOJ prescribed forms along with all DNA samples. (Penal Code 298(b)(4)).

#### **I. Use of Force to Obtain Samples**

If, after a written or oral request, a qualified individual refuses to provide any or all of the required DNA samples, a sworn member of this Department may use reasonable force to obtain such sample(s) under the following circumstances:

1. Prior to use of reasonable force, the officer(s) shall take and document reasonable steps to secure voluntary compliance. (Penal Code 298.1(c)(1)(C)).,

2. Prior to use of reasonable force, the officer(s) shall obtain written authorization from a supervisor which shall minimally include that the individual was asked to provide the sample(s) and refused. (Penal Code 298.1(c)(1)(B)).
3. If the authorized use of reasonable force includes a cell extraction, such shall be videotaped. (Penal Code 298.(c)(1)(D)).

For the purpose of this section, the “use of reasonable force” shall be defined as the force that an objective, trained and competent officer faced with similar facts and circumstances would consider necessary and reasonable to gain compliance. (Penal Code 298.1(c)(1)(A)).

#### **J. Processing DNA Samples**

All DNA samples and related materials shall be promptly forwarded to the DNA Lab using DOJ mailing tubes, labels and instructions for prompt analysis. (Penal Code 298(a) and (b)(1)).

#### **K. Notice of a Rejected Sample**

In the event DOJ notifies the Department that a DNA sample or print impression is not usable, the individual whose original sample or impression was provided is required to submit to collection of additional samples. The Department shall thereafter take all reasonable steps to collect additional samples from any such individual and promptly transmit these to DOJ. (Penal Code 296.2(a)).

#### **L. Follow Up Notice to DOJ**

Within two (2) years of submitting any DNA specimen, samples or impressions to DOJ, this Department shall notify DOJ whether the individual remains a suspect in a criminal investigation. (Penal Code 297(b)(2)). It shall be the responsibility of DOJ to thereafter purge samples of any individual(s) who are no longer a suspect in any criminal investigation for the DNA database.

#### **M. Related Statutes**

It is a felony for any qualifying individual to knowingly facilitate the collection of wrongfully attributed DNA sample or identification information, or to knowingly tamper with any DNA sample or collection container with the intent to deceive the government as to his or her identity. (Penal Code 298.2).

It is unlawful for any person to knowingly misuse or disclose to an unauthorized entity a DNA sample collected or profile obtained for DNA database purposes. (Penal Code 299.5(i)(1)(A)).

**N. Litigation**

The Chief of Police, or authorized designee, shall immediately notify the Department of Justice's DNA Legal Unit at (415) 703-5892 in the event this Department is named in a lawsuit involving the DNA Data Bank sample collection, sample use, or any aspect of the state's DNA Bank Program.

## **Article 14: Custody Searches**

### **A. Purpose and Scope**

The purpose of this policy is to establish consistent department procedures which conform to Penal Code § 4030 regarding pat-down, booking and strip searches of pre-arraignment detainees.

### **B. Definitions of Searches**

- 1. Pat-Down Search** – This is the normal type of search used by officers in the field to check an individual for weapons. It involves a thorough patting down of clothing to locate any weapons or dangerous items that could pose a danger to the officer, the prisoner, or other prisoners.
- 2. Booking Search** – This search is used in the jail and again involves a thorough patting down of an individual's clothing. All pockets, cuffs, etc., on the clothing are checked to locate all personal property, contraband, or weapons. The prisoner's personal property is taken and inventoried.
- 3. Strip Search or Visual Body Cavity Search** - This is a search that requires a person to remove or rearrange some or all of his/her clothing to permit a visual inspection of the underclothing, breasts, buttocks or genitalia of such person (Penal Code § 4030(d)(2)).
- 4. Physical Body Cavity Search** – This is a search that includes physical intrusion into a body cavity. Body cavity means the stomach or rectal cavity of a person, and the vagina of a female person (Penal Code §§ 4030(d)(1) and 4030 (d)(3)).

### **C. Pat Down Searches**

- 1.** When any officer has reasonable suspicion to believe that a person being lawfully detained may possess weapons or other dangerous items, or in such circumstances the officer reasonably believes that the individual may present a threat to officer safety, that officer may conduct a normal pat-down search of that individual.
- 2.** Prior to detaining any individual in any police vehicle, an officer should conduct a normal pat-down search of that individual.
- 3.** Whenever practical, a pat-down search of an individual should be conducted by an officer of the same sex as the person being searched. Absent the availability of a same sex officer, it is recommended that a witness officer be present during any pat-down search of an individual of opposite sex as the searching officer.

#### **D. Booking Searches**

1. Absent emergency circumstances in which no reasonable alternative exists, no person arrested for a misdemeanor or infraction not involving weapons, controlled substance or violence may be placed in the general jail population, unless all of the following conditions exist:
  - a) The person is not cited and released
  - b) The person is not released on his or her own recognizance
  - c) The person is not able to post bail within a reasonable time not less than three hours
2. Any person taken into custody may be subjected to pat-down searches, metal detector searches, and thorough clothing searches in order to discover and retrieve concealed weapons and contraband prior to being placed in a booking cell.

#### **E. Strip Searches**

1. No person arrested and held in custody on a misdemeanor or infraction offense, except those involving weapons, possession of controlled substances or violence, shall be subjected to a strip search or visual body cavity search prior to placement in the general jail population unless an officer has determined that there is reasonable suspicion based upon specific and articulable facts to believe such person is concealing a weapon or contraband which would be discovered by such a search (Penal Code § 4030 (f)).
2. No strip search or visual body cavity search shall be conducted without prior written authorization from a supervisor. The time, date, and place of the search, the name and sex of the person conducting the search and a statement of the results of the search shall be recorded in the arrest record. A copy of the written authorization and recorded information shall be retained and made available to the arrestee or other authorized representative upon request.
3. All strip and visual body cavity searches shall be conducted under sanitary conditions and in an area of privacy so that the search cannot be observed by persons not participating in the search (Penal Code § 4030 (m)).
4. Unless conducted by a physician or other licensed medical personnel, the officer(s) conducting the strip search or visual body cavity search shall be of the same sex as the person being searched (Penal Code § 4030 (l)).
5. Whenever possible, a second officer of the same sex should also be present during the search, for security and as a witness to the finding evidence.
6. The officer conducting a strip search or visual body cavity search shall not touch the breasts, buttocks or genitalia of the person being searched (Penal Code § 4030(j)).

**F. Physical Body Cavity Search**

1. No person arrested on a misdemeanor or infraction shall be subjected to a body cavity search without a search warrant (Penal Code § 4030(h)).
2. A copy of the search warrant and the results of any body cavity search shall be included with the related reports and made available, upon request, to the arrestee or authorized representative (Penal Code § 4030(i)).
3. Only a physician, nurse practitioner, registered nurse, licensed vocational nurse, or Level II Emergency Medical Technician (EMT) may conduct a physical body cavity search (Penal Code § 4030(k)).

Except for the above mentioned licensed medical personnel, persons present must be of the same sex as the person being searched. Privacy requirements, including restricted touching of body parts, is the same as the strip search standard.

## **Article 15: Inmate Workers Program**

The Fee Paying Inmate Worker Program was developed to generate revenue for the City of Bell. This program is administered by the Jail Commander who is responsible for the screening and approval of potential sentenced inmates. The potential inmates are persons convicted of non-violent and non-drug related low-threat misdemeanor offenses. The Inmate Worker Program offers an alternative to sentences at the Los Angeles County Jail.

With the approval of the Jail Commander, persons may be sentenced to the City Jail for a term of 96 hours or less. As the Bell City Jail is a Type I jail facility, there are mandated limitations set by the Board of Corrections and under no circumstances shall an inmate be in physical custody in excess of 96 consecutive hours (4 days). The inmates may elect, with the approval of the sentencing court, to serve their sentences under a Straight Time or Weekend program.

Inmates accepted into the Inmate Worker Program, with the approval of the sentencing court, will be required to perform various tasks in, and around, the police facility as needed. Inmates not willing to perform trustee duties or those unable to follow instructions will be dismissed from the program.

### **A. Eligibility**

The Inmate Worker Program offers an alternative to serving jail sentences in the Los Angeles County Jail. The program is available only to men who have been convicted of low threat, non-drug related misdemeanor offenses. Persons with a history of drug usage or sales; violence; assaultive behavior; or other dangerous offenses will not be considered for this program. The Bell City Jail does not have medical staff, therefore those persons having a serious medical condition, requiring multiple prescription medications or injections, will not be accepted into the program.

### **B. Application and Fees**

A potential inmate worker must complete an Inmate Worker Program application form. Attached to this application form the potential inmate worker must attach a copy of his Court Commitment Order, specifically naming the Bell City Jail as an alternative sentencing location.

The Jail Supervisor will interview the applicant and determine his suitability and ability to pay. If approved for the program a non-refundable administrative fee will be collected to secure a reservation date for the start of the sentence.

Established fees are: (Subject to change)

Administrative Fee (non-refundable)	\$50.00
12-24 hour stay	\$75.00
0-12 hour stay	\$50.00

Fees may be waived or reduced by the Jail Supervisor based on the applicant's ability to pay.

Upon acceptance into the program, all applicants must provide documentation proof of health screening issued by any health department. A recent physical check up and a negative of hepatitis and negative of tuberculosis skin testing, or in the case of a positive skin test, must provide proof of a negative chest x-ray.

Inmates who have been accepted into the Inmate Worker Program will be placed away from general population.

Upon completion of the screening process or soon thereafter, the new inmate worker will be assigned to their quarters and giving an orientation of rules and regulations for inmate workers.

No inmate will be allowed inmate worker status until he has been medically screened and approved.

### **C. Intake of Inmate Workers**

All Inmate Workers will be housed in accordance with the established procedures of the Bell Police Department and shall be logged in and out.

All Inmate Workers will be thoroughly searched upon entrance to the police facility. While in custody, each inmate is subject to random searches by custody staff and police officers. Straight time and weekend jail stays will normally begin at 8:00 PM (2000 hrs) on the date scheduled to start serving their sentence, unless other arrangements have been made with the Jail Supervisor. Each day is 24 hours in length and will conclude at 8:00 PM (2000 hrs) the following day.

Inmate Workers, reporting for commitment, will be free of any alcohol or drug intoxication. Inmate Workers who exhibit objective symptoms of intoxication (either alcohol or drug) will be tested, the positive results of which will be turned over to the sentencing court. The intoxicated Inmate Worker will be released from the program, and the sentencing court notified of his failure to successfully complete their sentence.

Inmate workers, reporting for sentence, will be allowed to bring the following items only:

one T-shirt; one pair of socks; one pair of underwear; photo ID; prescription glasses; he may bring up to \$20.00 (one dollar bills); one Bible or book; travel size toothpaste; toothbrush; deodorant and, if needed, one prescription medication in original container

Items other than those listed above will be considered contraband and will not be permitted in the jail.

#### **D. Inmate Duties**

All inmate workers will be in the jail 24 hours a day, unless assigned to other duties elsewhere in the police facility.

There will be a maximum of four male inmate workers at any one time. There will be no female inmate workers in this program.

Inmate Workers will be required to perform tasks in, and around, the police facility or other facilities and property administered by the City of Bell. These tasks may include, but are not limited to, assisting the jail staff with food service, light cleaning, janitorial duties, gardening, car washing, painting, etc. All tools and supplies needed for the completion of any task will be provided by the City.

#### **E. Inmate Worker Supervision**

The ultimate responsibility for the Inmate Worker will be the Watch Commander. The on-duty Jailer will have first line supervision responsibilities, while the Inmate Worker is in the jail or performing tasks around the station.

When not performing assignments Inmate Workers will be housed in the designated cell, and not allowed to roam the police facility unescorted. Unless expressly approved by the Watch Commander the Inmate Worker will take all meals in his designated jail cell.

#### **F. Inmate Worker Uniforms**

All inmate workers who are working at the Bell City Jail, or other locations as approved by the Jail Administrator, will wear an Inmate Worker jail uniform. The Inmate Worker uniform consists of a Cal-Trans orange jumpsuit which is conspicuously stenciled with a Bell City Inmate Worker as a means to immediately identify the inmate as being in the custody of the Bell Police Department. The inmate will surrender his personal clothing, except socks and undershorts to the jailer who will secure the personal clothing. Those inmates spending the night at the Bell City Jail will change into the standard jail uniform while in the jail population. Prior to releasing the inmate from the Bell Police custody, the jailer will recover the inmate worker uniform and the standard jail uniform allowing the inmate to change into his personal clothing.

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS  
(Superseding Contract Boilerplate)**

- i. Section 1.2 entitled "Contractor's Proposal" shall be deleted in its entirety.
- ii. Section 1.6 entitled "Care of Work" is here by revised to read as follows:

"The Contractor shall adopt reasonable methods during the life of the Agreement to perform the work as required by this Agreement."
- iii. Pursuant to the last sentence in Section 1.7, Section 1.7 entitled "Warranty" shall be waived and of no force or effect.
- iv. Section 2.2 entitled "Method of Compensation" is hereby revised to read as follows:

"The method of compensation shall be payment for time based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub-tasks, but not exceeding the Contract Sum or such other method as may be specified in the Schedule of Compensation."
- v. The second to last sentence in the second paragraph of Section 2.4 entitled "Invoices" shall be revised to read as follows:

"City shall cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice."
- vi. The third to last sentence in Section 3.3 is revised to read as follows:

"The Contract Officer shall ascertain facts and the extent of delay, and extend the time for performing the services for the period of enforced delay when and if in the reasonable judgment of the Contractor Officer such delay is justified."
- vii. Section 3.4 entitled "Inspection and Final Acceptance" is revised to read as follows:

"City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty, and indemnification and insurance, respectively."
- viii. Subsection (a) under section 6.4 entitled the "Confidentiality and Release of Information" is amended to add the following sentence at the end of the paragraph:

**“This subsection shall not apply to a release or disclosure of any information or work product required by a court order.”**

- ix. Section 7.3 entitled “Retention of Funds” is hereby deleted in its entirety.**
- x. Section 7.7 entitled “Liquidated Damages” is hereby deleted in its entirety.**
- xi. The second to last sentence in Section 7.8 entitled “Termination Prior to Expiration of Term” is revised as follows:**

**“In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the work performed hereunder.”**

- xii. All references to “attorneys’ fees” in this Agreement shall mean “reasonable” attorneys’ fees.**

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

**I. Contractor shall perform the Services on an on-going basis at the following rates based upon 24 hour coverage in the Bell Police Department Jail:**

	<b>POSITION</b>	<b>RATE</b>	<b>TIME</b>	<b>MONTHLY BUDGET</b>	<b>ANNUAL BUDGET</b>
A.	CPO – Custody Supervisor	\$30.91 per hour	40 hours per week	\$5,372.16 per month	\$64,465.90 per year
B.	CPO – Custody Officers	\$26.73 per hour	160 hours per week	\$18,582.70 per month	\$222,992.35 per year
C.	<b>TOTALS (5 Officers)</b>		<b>200 hours per week</b>	<b>\$23,954.85 per month</b>	<b>\$287,458.25 per year</b>

**II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**

**III. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**V. The total compensation for the Services shall not exceed \$862,374.75 as provided in Section 2.1 of this Agreement.**

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

- I. Contractor shall perform all Services on a 24 hours per day, 7 days per week, basis, in the Bell Police Department Jail. The term for this Agreement shall not exceed three (3) years from January 1, 2014 with the option to renew on a year by year basis for a maximum of three (3) additional one (1) year periods.**
  
- II. Contractor shall deliver the following tangible work products to the City by the following dates.**
  - A. On-line Reporting: Customized Web Portal as described in Exhibit "A".**
  
  - B. Incident Tracking and Reporting as described in Exhibit "A".**
  
  - C. Key Performance Indicators as described in Exhibit "A".**
  
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**